

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s 193 – certification of an agreement*

**State of Queensland (Department of Transport and Main Roads)**

AND

**Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District**

**The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees**

**Together Queensland, Industrial Union of Employees**

**United Workers' Union, Industrial Union of Employees, Queensland**

*(Matter No. CB/2023/100)*

**TRANSPORT AND MAIN ROADS CERTIFIED AGREEMENT 2022**

**Certificate of Approval**

On 18 September 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:**        **TRANSPORT AND MAIN ROADS CERTIFIED AGREEMENT 2022**

**Parties to the Agreement:**

- State of Queensland (Department of Transport and Main Roads);
- Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District;
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- Together Queensland, Industrial Union of Employees; and
- United Workers' Union, Industrial Union of Employees, Queensland

**Operative Date:**        18 September 2023

**Nominal Expiry Date:**    30 June 2025

**Previous Agreement:**    Transport and Main Roads Enterprise Bargaining Certified Agreement 2019

**Termination Date of  
Previous Agreement:** 18 September 2023

By the Commission

J.C. DWYER  
Industrial Commissioner  
18 September 2023

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION  
*Industrial Relations Act 2016 - s. 189*

State of Queensland (Department of Transport and Main Roads)

AND

Together Queensland, Industrial Union of Employees; The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch, Union of Employees; Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District, and United Workers' Union, Industrial Union of Employees, Queensland.

(No. CB/2023/100)

**TRANSPORT AND MAIN ROADS CERTIFIED AGREEMENT 2022**

THE AGREEMENT, having been made under the *Industrial Relations Act 2016*, on the 18<sup>th</sup> day of September 2023 between the State of Queensland (Department of Transport and Main Roads, herein after referred to as 'TMR') and Together Queensland, Industrial Union of Employees, The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees, Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District and United Workers' Union, Industrial Union of Employees, Queensland.

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## **PART 1 - PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the Transport and Main Roads Certified Agreement 2022 and abbreviated as this Agreement.

### **1.2 Parties Bound**

The parties bound by this Agreement are:

- (1) State of Queensland (Department of Transport and Main Roads) (TMR);
- (2) an employee of the State of Queensland employed in TMR who is covered by the Awards listed in clause 1.5 of this Agreement – Relationship with Parent Award - and for whom rates of pay, conditions of employment and entitlements are provided for in this Agreement; and
- (3) Together Queensland, Industrial Union of Employees; the Association of Professional Engineers, Scientists and Managers of Australia, Queensland Branch, Union of Employees; Australian Institute of Marine and Power Engineers' Union of Employees, Queensland District; and United Workers' Union, Industrial Union of Employees, Queensland.

### **1.3 Application and Scope**

For the avoidance of doubt, the following persons are not covered by this Agreement:

- (1) Chief Executives, Senior Executives and Senior Officers under the *Public Sector Act 2022* (PSA); appointments made on a fixed term declared under section 155 of the PSA; employees engaged under contractual arrangements (this does not refer to employees engaged under sections 149 and 150 of the PSA engaged for a fixed term); and "banded" officers.
- (2) Employees engaged under the *Transport and Main Roads Operational Employees Certified Agreement 2019*, and successor Agreements.
- (3) Employees engaged under the *Maritime Safety Queensland, Maritime Operations Certified Agreement 2018*, and successor Agreements.

### **1.4 Dates and Period of Operation**

- (1) This Agreement shall operate from the date of its certification by the Queensland Industrial Relations Commission (QIRC) and shall have a nominal expiry date of 30 June 2025. The parties have agreed that the terms of the Agreement will be given operative effect on and from 1 July 2022, unless otherwise specified.
- (2) This Agreement replaces the *Transport and Main Roads Enterprise Bargaining Certified Agreement 2019* insofar as it has application to employees bound by this Agreement.
- (3) For the purpose of section 228(3) of the *Industrial Relations Act 2016* (IR Act), the *Transport and Main Roads Enterprise Bargaining Certified Agreement 2022* shall be terminated upon the certification of this Agreement.
- (4) The parties agree to commence negotiations six months prior to the expiry of this Agreement, with a view to negotiating and settling a replacement Agreement.

### **1.5 Relationship with Parent Awards**

- (1) This Agreement shall be read and interpreted in conjunction with the following Awards and Orders applying to employees of TMR covered by this Agreement. Provided that, where there is an inconsistency with these Awards of Order, the terms of this Agreement shall take precedence.
  - (a) *Queensland Public Service Officers and Other Employees Award – State 2015* (Public Service Award).

- (b) *General Employees (Queensland Government Departments) and Other Employees Award – State 2015* (General Employees Award).
  - (c) *Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Government Entities) Order*.
- (2) Provisions of the relevant Awards as at 1 July 2022 shall apply for the duration of this Agreement unless amended by agreement of the parties or provided for in clause 1.7 'No Further Claims' of this Agreement.

## **1.6 Equal Employment Opportunity**

The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:

- (1) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
- (2) Inclusion of statements during recruitment that the department is an equal opportunity employer;
- (3) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- (4) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;
- (5) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the *Anti-Discrimination Act 1991*.

The department is committed to equal remuneration for work of equal or comparable value.

## **1.7 No Further Claims**

- (1) This Agreement is in full and final settlement of all matters within it, and all Union and employee claims relating to employee rights and entitlements, for the duration of this Agreement. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (2) This Agreement covers all matters or claims that could otherwise be subject to protected industrial action. The following changes may be made to employees' rights and entitlements during the life of this Agreement:
  - (a) General rulings and Statements of policy issued by the QIRC that provide conditions that are not less favourable than current conditions.
  - (b) Any improvements in conditions that are determined on a whole-of-government basis.
  - (c) Reclassifications.
  - (d) Directives made under the *Public Sector Act 2022* (PSA) will be applied.
- (3) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, QIRC orders, or directives made under the PSA effective at the date this Agreement was made, shall not be reduced for the life of this Agreement.

## **1.8 Objectives of this Agreement**

- (1) TMR is a major employer in the State and provides a service that affects the daily lives of all Queenslanders. The parties are committed to ensuring TMR remains an effective organisation delivering quality services to the community.
- (2) The parties are committed to improvements in service delivery, job security, improved efficiency and effectiveness of its operations and activities and promotion of best practice employment strategies amongst its employees.

- (3) The parties are committed to ensuring the working lives of employees of TMR are continuously improved, that there is a culture of genuine consultation between management and employees, and ensuring employees have the capacity to improve the balance between work and family life.

## 1.9 Definitions and Abbreviations

**Afternoon shift** – For employees engaged under the *Queensland Public Service Officers and Other Employees Award – State 2015* shall mean any shift commencing on or after twelve (12) noon and at or before six (6.00) pm, in accordance with clause 6.8 of the Main Roads Enterprise Development Agreement 6 (EDA 6).

**Australian Qualification Framework (AQF)** - refer to definition in Appendix 17 of this Agreement.

**Board of Professional Engineers of Queensland (BPEQ)** - is an independent statutory body responsible for protecting the public and regulating the vast and multi-faceted engineering profession through a fair and consistent set of standards, designed to uphold engineering practice and conduct.

**Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016 (BEMS Award)** – is a modern award made by the Queensland Industrial Relations Commission which guarantees minimum wages, conditions and entitlements for State of Queensland employees in the building, engineering and maintenance services industry.

**Continuous shift work** – shall mean work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a twenty four hours per day operation over a seven day week, in accordance with clause 6.8 of the Main Roads Enterprise Development Agreement 6 (EDA 6).

**Cost of living adjustment (COLA)** – refer to definition in clause 5.2 of this Agreement.

**Customer Service Centre (CSC)** - is a TMR-controlled workplace.

**Day shift** – For employees engaged under the *Queensland Public Service Officers and Other Employees Award – State 2015* shall mean any shift commencing after six (6.00) am and at or before ten (10.00) am, in accordance with clause 6.8 of the Main Roads Enterprise Development Agreement 6 (EDA 6).

**Department of Education (DoE)** – is a Queensland Government department.

**Department of Transport and Main Roads (TMR)** - is a Queensland Government department.

**Departmental Consultative Committee (DCC)** - refer to clause 3.1 of this Agreement.

**Guaranteed Transfer Out (GTO)** - refer to definition in Appendix 8 of this Agreement.

**Human Resource Information System (HRIS)** - is a software solution that maintains, manages, and processes detailed employee information and human resources-related policies and procedures.

**Infrastructure Management and Delivery (IMD)** – is a division of the Department of Transport and Main Roads.

**Industrial Relations Act 2016 (IR Act)** – is an Act which provides an industrial relations framework for Queensland and regulates the state public sector, local government employees and the employees of a number of statutory authorities.

**Maritime Safety Queensland (MSQ)** – is a division of the Department of Transport and Main Roads.

**Night shift** – For employees engaged under the *Queensland Public Service Officers and Other Employees Award – State 2015* shall mean any shift commencing after six (6.00) pm and at or before twelve midnight.

**Patient Transit Scheme (PTS)** - refer to Appendix 6 of this Agreement.

**Program Delivery and Operations (PDO)** is a branch of the Infrastructure Management and Delivery division of the Department of Transport and Main Roads.

**Public Sector Act 2022 (PSA)** – is an Act which applies to public service departments and, more broadly,



to public sector entities and provides a modern, employee-focused legislative framework to ensure Queensland's public sector is fair, responsive, inclusive and a leader in public administration.

**Queensland Government Agent Program (QGAP)** - is a TMR-controlled workplace.

**Queensland Industrial Relations Commission (QIRC)** - is an independent tribunal whose powers and functions derive from Chapter 11, Part 2 of the *Industrial Relations Act 2016*.

**Queensland Public Service Officers and Other Employees Award – State 2015 (Public Service Award)** - is a modern award made by the Queensland Industrial Relations Commission which guarantees minimum wages, conditions and entitlements for State of Queensland employees in the Queensland public sector whose salaries or rates of pay are fixed by this Award.

**Registered Professional Engineer of Queensland (RPEQ)** - is formal recognition of the qualification and competency of an engineer in the State of Queensland.

**Rostered day off (RDO)** - means a day, other than a scheduled day off, on which an employee is not rostered for duty as a result of time accrued under the method of working ordinary hours implemented in accordance with clauses 15.1(a) to (d), inclusive, or clause 15.2 of the *Queensland Public Service Officers and Other Employees Award – State 2015*.

**Rural and Remote Area Incentive Scheme (RRAIS)** - is a workforce scheme which aims to support the attraction and retention strategy for the Department of Transport and Main Roads in order to deliver quality infrastructure, maritime, transactional and regulatory customer services to Queensland communities in rural and remote centres.

**Shift work (other than continuous shift work)** – shall mean work regularly rotated in accordance with a roster which prescribes two or more shifts (day, afternoon or night) per day, but does not cover a twenty four hour per day operation over a seven day week.

**Site Specific Arrangement (SSA)** - refer to clause 2.2 of this Agreement.

**Study and Research Assistance Scheme (SARAS)** – is a workforce scheme which aims to encourage and support the ongoing professional development of employees within the Department of Transport and Main Roads by providing financial and leave assistance to eligible employees.

**Surveyors Board of Queensland (SBQ)** – is a Board whose role is to administer the *Surveyors Act 2003*. The purpose of the *Surveyors Act 2003* is to protect the public and ensure public confidence in the profession of surveying.

**Time off in lieu (TOIL)** - means time off in lieu of payment.

**United Workers Unions (UWU)** – is an industrial organisation of employees who is party to this Agreement.

## **PART 2 - FLEXIBILITY AND INITIATIVES**

### **2.1 Flexible Working Arrangements**

- (1) The parties acknowledge an employee's right to make an application for a flexible work arrangement under Division 4 of the IR Act.
- (2) The parties agree to the continued use of flexible working arrangements, subject to operational requirements and there being real net benefits to TMR.
- (3) It is acknowledged by the parties that the Departmental Consultative Committee (DCC) has a monitoring role in relation to the use of flexible working arrangements and therefore appropriate information will be made available to the parties.
- (4) In all cases relating to hours of work or workforce flexibility, the parties will continue to monitor the application of flexible work arrangements via the work schedules in SAP HR/Payroll module. Such records shall be available for inspection by duly accredited representatives of industrial organisations of employees (unions) and/or employees directly affected.

- (5) Managers and employees share the responsibility to work cooperatively in negotiating, developing, implementing, reviewing and maintaining flexible work arrangements. Such flexible work arrangements will be documented.
- (6) Managers are not to unreasonably refuse the use of a flexible work arrangement and will provide employees with reasons for any refusal in writing.

## **2.2 Site Specific Arrangements (SSA)**

- (1) Purpose of SSAs
  - (a) SSAs are intended to provide TMR and employees with the opportunity to develop alternative working arrangements for specific time periods that are appropriate to the particular requirements of a section of TMR's workforce.
  - (b) TMR is committed to the principles of collective bargaining and supports the representation of employees. To ensure compliance with this provision, wherever possible, negotiations over employment conditions will be progressed through the DCC.
  - (c) SSAs will only be considered where the nature of the work to be undertaken or the specific requirements of the circumstance require alterations to the applicable employment conditions contained in the relevant award(s) and this Agreement.
  - (d) Where one party proposes to the other parties to enter into a SSA, this proposal must be submitted to the other parties in writing. If either of the receiving parties do not agree to enter into such an arrangement, the matter is finalised, and the proposer does not have recourse to dispute the receiving party's rejection of the proposal.
  - (e) Award or Agreement conditions are not to be diminished by the operation of a SSA.
- (2) Requirements for SSA
  - (a) A SSA sets out the conditions that have been agreed between the parties as applying to a circumstance as outlined in clause 2.2(1) of this Agreement.
  - (b) Each SSA shall be considered to be a 'stand alone' outcome, due to each circumstance being different. As such, previously agreed arrangements are not to be used as a precedent for future arrangements or for any other purpose.
- (3) Procedures for developing a SSA
  - (a) It is critical that any SSA proposal is progressed expediently by the parties.
  - (b) A proposal for the development of a SSA may be made by the relevant human resources management delegate, or a relevant union party to this Agreement.
  - (c) The terms of a proposed SSA are subject to the approval of the relevant human resources management delegate.
  - (d) In line with TMR's commitment to the principles of collective bargaining, negotiations on the proposed terms of an SSA is to occur between relevant TMR and union representatives via the DCC. All parties shall endeavour to conclude negotiations for the SSA as expediently as possible.
  - (e) Once negotiations on the proposed terms of the SSA have been finalised, affected employees, will be provided with a copy of the proposed SSA at least two full working days prior to being asked to vote on the proposed SSA.
  - (f) TMR representatives shall ensure that the content of the proposed SSA and the effects of the terms are explained to affected employees prior to the employees voting on the proposed SSA.

- (g) A proposed SSA can only be implemented by agreement.
  - (h) Agreement is defined as obtaining consent of the relevant human resources management delegate, the relevant unions and greater than 50% of affected employees.
  - (i) Any agreement reached must be documented.
  - (j) A copy of the agreed SSA will be provided to:
    - (i) all affected employees;
    - (ii) the relevant human resources management delegate; and
    - (iii) representatives of relevant unions.
  - (k) The details of all SSAs shall remain confidential and shall not be released to anyone other than the parties to the SSA, except as required by law.
- (4) Varying a SSA
- (a) Any employees required to perform work covered by the SSA, who were not initially required to do so at the time the SSA was approved by affected employees, will be subject to the terms of the agreed SSA.
  - (b) Where exceptional circumstances necessitate a variation to the agreed SSA, this may only be achieved by the agreement of the relevant human resources management delegate, the relevant unions and greater than 50% of affected employees at the time.
  - (c) Any agreed variation is only to be prospectively applied.
  - (d) A copy of the SSA with the agreed variations is to be provided to:
    - (i) all affected employees;
    - (ii) the relevant human resources management delegate; and
    - (iii) representatives of relevant unions.
- (5) Issues to be addressed in SSAs
- (a) Award or Agreement conditions are not to be diminished by the operation of the SSA.
  - (b) The SSA will specify the arrangement that has been negotiated and specify the conditions that are no less favourable to the affected TMR employees.
  - (c) SSAs could cover the following issues:
    - (i) Flexible daily starting times and finishing times, including arrangements for rosters and meal breaks.
    - (ii) Scheduling of RDOs or accrued time.
    - (iii) Daily travel arrangements, including the agreed starting point and details of payment for daily travel.
    - (iv) Arrangements for frequency of travel between permanent residence and alternative work accommodation.
    - (v) Agreed payment for travel between permanent residence and alternative work accommodation.
    - (vi) Agreed arrangements for accessing recreational leave entitlements.

- (vii) Allowances that are deemed appropriate for the circumstances.
  - (viii) Agreed arrangements for accommodation.
- (6) Documentation
- (a) The endorsed SSA document shall be regarded as the official record of the agreed alternative arrangements.
  - (b) Copies of the endorsed SSA document shall be provided to the relevant parties.
  - (c) All affected employees shall be provided with a copy of the endorsed SSA.
  - (d) A copy of the SSA will be kept at a readily accessible place at the site.
- (7) Infrastructure Management and Delivery (IMD) Alternative Working Arrangement SSA
- (a) The IMD Alternative Working Arrangement SSA provides for employees to work alternative arrangements for a specific period of time that is appropriate for employees within IMD whose roles:
    - (i) are performed on a basis other than in an office or laboratory;
    - (ii) are attached to relevant sites/regions;
    - (iii) are required to be undertaken in accordance with a work schedule; and
    - (iv) where the provisions of accrued time arrangements are not organisationally beneficial.
  - (b) The IMD Alternative Working Arrangement SSA details are provided for in Appendix 2.

### **2.3 Time off in Lieu**

- (1) An employee may elect to have overtime, night work, shiftwork, weekend and public holiday penalties acquitted as TOIL in lieu of payment. This is solely at the discretion of the employee. Conversion of overtime penalties to TOIL is only applicable to employees who are entitled to payment for working overtime. This does not alter current TOIL provisions prescribed in the Directive relating to hours, overtime and excess travel issued and amended in accordance with the PSA.
- (2) Employees who are entitled to receive payment for overtime (that is, for employees in receipt of wages that do not exceed AO5(4)), are entitled to TOIL accrued at the applicable penalty rates.
- (3) TOIL entitlement shall be accrued at the applicable penalty rate, provided that an employee shall be paid in accordance with the ordinary hours of work for the work cycle.
- (4) Where, due to work requirements, an employee is not able to take TOIL within three months of the end of the employee's work cycle during which such TOIL has accrued, the TOIL shall automatically be taken or paid to the employee at the relevant hourly rate at which it was accrued. An employee may request in writing that the relevant human resources management delegate extend this period to 12 months and, if approved by the relevant human resources management delegate, the employee will be advised in writing. Approval of such a request will not be unreasonably withheld by the relevant human resource management delegate.
- (5) TOIL will be taken as soon as possible at a mutually agreed time, consistent with operational requirements.
- (6) TOIL may be taken in whole days or part thereof.

## **2.4 Joint Ventures with Local Governments/Private Contractors**

- (1) Where there are differences in allowances and working conditions or practices, other than base pay between TMR's employees and employees of local governments or private contractors involved in a joint venture, TMR has the ability to rectify these differences for TMR's employees to avoid dissension.
- (2) Refer to Appendix 5 of this Agreement - *Guidelines on the Ability to Engage in Joint Ventures with Local Authorities and Private Contractors*.

## **2.5 Movement of Employees between Human Resource Information Systems (HRIS) Pay Systems**

When employees covered by the General Employees Award are permanently moved from TMR's F1 (time sheet driven - pay in arrears) pay system to the F2 (exception based - pay in advance) pay system, the first aid and uniform allowances for affected employees will be paid as weekly allowances.

## **2.6 Temporary Progression Schemes**

- (1) Temporary Progression Scheme for PO2 Classification Level Professional Engineers
  - (a) Professional engineers (that is, holders of a 4-year Washington Accord accredited degree in engineering or equivalence accepted by Engineering Australia) classified at the PO2 classification level are eligible to apply to the relevant human resource management delegate to temporarily advance to the first increment of the PO3 classification level on attainment of all of the following:
    - (i) Recommendation from an assessment panel established by the relevant human resource management delegate that the employee is competent to move to the PO3 classification level within TMR (merit of the employee is to be evaluated in relation to prescribed criteria for other PO3 level professional engineers' positions but directly relevant to the role being undertaken by the employee within TMR).
    - (ii) The required three TMR specific competencies, as determined by the relevant human resource management delegate, and six industry competencies, which must be aligned with international engineering agreements such as the Washington Accord. The determination as to whether the applicant has attained the required competencies, will be made by the relevant human resource management delegate.
    - (iii) Endorsement by the relevant human resource management delegate that the employee has satisfactorily performed the duties of a professional engineer with TMR at the PO2 classification level for at least six months.
  - (b) An employee who satisfies all of the above criteria is entitled to be advanced to the first increment of the PO3 classification level upon approval of the relevant human resource management delegate.
  - (c) TMR will consult with the relevant union on the content of the industry competencies prior to significant changes.
  - (d) An employee who has been advanced to the PO3 classification level, in accordance with this clause, shall receive his/her next increment within the PO3 classification level on the due date the employee would have received an increment had they not advanced in accordance with this clause.
- (2) Temporary Progression Scheme for PO3 Classification Level Professional Engineers
  - (a) In recognition of the responsibility and accountabilities of PO3 classification level professional engineers upon attainment of registration by the Board of Professional Engineers of Queensland (BPEQ) as a Registered Professional Engineer Queensland

(RPEQ), a temporary progression scheme will apply.

- (b) For PO3 classification level professional engineers to be eligible to participate in the temporary progression scheme they must satisfy all of the following criteria:
    - (i) Through a TMR performance appraisal process, be endorsed by relevant human resource management delegate as satisfactorily performing the duties of their PO3 classification level professional engineering role.
    - (ii) Have been registered as a Professional Engineer (RPEQ) by the BPEQ.
    - (iii) Be currently undertaking a PO3 classification level professional engineering role.
    - (iv) Be currently remunerated at the PO3 classification level increment 4 for a minimum of 12 months.
  - (c) This temporary progression scheme allows progression whilst undertaking the PO3 classification level role from increment 4 of the PO3 classification level to increment 1 of the PO4 classification level, with further incremental advancement after 12 months to increment 2 of the PO4 classification level. No further incremental advancement beyond increment 2 of the PO4 classification level applies where the employee continues to be engaged at the PO3 classification level role.
  - (d) Failure to maintain the first three eligibility criteria will mean that the professional engineer will revert back to increment 4 of the PO3 classification level from the next pay period following on from the employee's change in eligibility as determined by the relevant human resource management delegate.
- (3) Temporary Progression Scheme for PO2 Classification Level Professional Surveyors
- (a) Professional surveyors classified at the PO2 classification level are eligible after application by the employee to be advanced one increment on attainment of all of the following:
    - (i) Endorsement by the relevant human resource management delegate as having attained the required competencies to be accepted for registration as a surveying graduate by the Surveyors Board of Queensland (SBQ) plus Certified Practitioner status with the Surveying and Spatial Sciences Institute.
    - (ii) Endorsement by the relevant human resource management delegate that the required competencies obtained by the employee are directly relevant to the role being undertaken by the employee.
    - (iii) The employee has satisfactorily performed the duties of their PO2 classification level professional surveyor role.
  - (b) An employee who satisfies all of the above criteria and is not at the maximum increment of the PO2 classification level is to be advanced one increment.
  - (c) An employee who satisfies the above criteria and is at the maximum increment of the PO2 classification level does not have to serve a qualifying period on the maximum increment of the PO2 classification level for the purposes of qualifying for movement between the PO2 and PO3 classification levels pursuant to clause 12.7 of the Public Service Award - *Movement between classification levels*.
  - (d) An employee who has been advanced by one increment in accordance with this clause shall receive the next increment within the PO2 classification level on the due date the employee would have received an increment had they not advanced in accordance with

this clause.

- (4) Temporary Progression Scheme for PO3 Classification Level Professional Surveyors
  - (a) In recognition of the increased responsibility and accountabilities of PO3 classification level professional surveyors upon attainment of registration by the SBQ as a Surveyor, a temporary progression scheme will apply.
  - (b) For PO3 classification level professional surveyors to be eligible to participate in the temporary progression scheme they must satisfy all of the following criteria:
    - (i) Through a TMR performance appraisal process, be endorsed by relevant human resource management delegate as satisfactorily performing the duties of their PO3 classification level professional surveying role.
    - (ii) Have been registered as a Surveyor by the SBQ.
    - (iii) Be currently undertaking a PO3 classification level surveying role.
    - (iv) Be currently remunerated at the PO3 classification level increment 4 for a minimum of 12 months.
  - (c) This temporary progression scheme allows progression whilst undertaking the PO3 classification level role from increment 4 of the PO3 classification level to increment 1 of the PO4 classification level, with further incremental advancement after 12 months to increment 2 of the PO4 classification level. No further incremental advancement beyond increment 2 of the PO4 classification level applies where the employee continues to be engaged at the PO3 classification level role.
  - (d) Failure to maintain the first three eligibility criteria will mean that the professional engineer will revert back to increment 4 of the PO3 classification level from the next pay period following on from the employee's change in eligibility as determined by the relevant human resource management delegate.

## **2.7 Recognition, Performance and Capability Payment for AO3 Customer Service Centre Employees**

- (1) As soon as possible but at least within three months following certification of this Agreement, TMR will implement the following arrangement.
- (2) In recognition of tasks experienced AO3 Customer Service Advisors (Cross Channel), AO3 Driving Examiners, and AO3 Driving Examiners / Customer Service Advisors may be required to perform, a recognition, performance and capability payment arrangement will apply.
- (3) AO3 Customer Service Advisors (Cross Channel), AO3 Driving Examiners, and AO3 Driving Examiners / Customer Service Advisors within Customer Service Centres / TMR-led Queensland Government Agent Program (QGAP) offices, will be eligible to participate in the recognition, performance and capability payment arrangement if they satisfy all of the following criteria:
  - (a) They are engaged in one of the aforementioned roles.
  - (b) They are currently, and have been, remunerated at increment 4 of the AO3 classification level for a minimum of 12 months in one of the aforementioned roles and / or the pre-existing versions of these roles, being the AO3 Principal Customer Service Officer, AO3 Driving Examiner, or AO3 Driving Examiner/Principal Customer Service Officer.
  - (c) They hold a departmental performance development agreement pertaining to one of the aforementioned roles, and are currently endorsed by the relevant manager as meeting their performance objectives.

- (d) They are required to perform tasks as determined by TMR, and this requirement has been approved by the relevant Executive Director.
- (4) The recognition, performance and capability payment arrangement allows for eligible employees to retain their employment at the AO3 classification level but progress from increment 4 of the AO3 classification level to increment 1 of the AO4 classification level, and progress from increment 1 of the AO4 classification level to increment 2 of the AO4 classification level after 12 months, subject to the employee continuing to meet required performance objectives as certified by the relevant human resource management delegate. The employee will not be permitted to further progress beyond increment 2 of the AO4 classification level while the employee continues to retain their employment at the AO3 classification level. Failure to continually satisfy the eligibility criteria set out in this clause will mean that the employee will revert to increment 4 of the AO3 classification level from the next pay period following on from the employee's change in eligibility, subject to the determination by the relevant Executive Director.
- (5) Eligible employees who apply to access the recognition, performance and capability payment within the 4-week period following certification of this Agreement, and whose application is subsequently approved by the relevant Executive Director, will be entitled to receive the payment from the date of the Agreement's certification.
- (6) Applications to access this entitlement will be processed in accordance with the TMR temporary progression and recognition, performance and capability payment procedure. Changes to this procedure can only occur after consultation between the parties.
- (7) For the purposes of the transfer definition prescribed in the PSA, the classification level of an employee subject to this arrangement will be as an AO3.
- (8) For the purposes of the recognition of Accredited Qualifications, the Australian Qualifications Framework (AQF) level specified for AO3 increment 4 will continue to apply if the requirements as set out in clause 9.2 of this Agreement – *Recognition of Accredited Qualifications* are satisfied.

## **2.8 Registered Professional Engineers Queensland (RPEQ) Compensation Payment**

- (1) The parties agree that the claimable amount of the annual RPEQ compensation payment, as provided for in the *Provision of Professional Engineering Services policy and procedure*, will be as follows:
  - (a) For the 2022/23 financial year, the claimable amount will be \$8000.
  - (b) For the 2023/24 financial year, the claimable amount will be \$8100.
  - (c) For the 2024/25 financial year, the claimable amount will be \$8200.
- (2) The parties agree that the *Provision of Professional Engineering Services policy and procedure* that applies to employees covered by this Agreement will be preserved for the life of this Agreement and is a term of this Agreement.

## **2.9 Material Testing Services**

- (1) TMR has a goal of changing the skills mix of staff in Material Testing Services. Over time TMR wishes to have more employees proportionally engaged in the Technical Officer (TO) stream.
- (2) To achieve this TMR will consult with existing employees engaged in the Operational Officer (OO) stream with a view of identifying employees interested in and committed to obtaining the skills necessary to perform TO roles. However, opportunities to move from OO to TO roles will be determined on by the relevant human resource management delegate on a business needs basis.
- (3) TMR commits to supporting identified employees engaged in the OO stream, who wish to be



engaged in the TO stream, by assisting the employee to enrol in appropriate AQF credentialed courses, with fee support and paid leave, which may be provided through TMR's Study and Research Assistance Scheme (SARAS) .

- (4) The parties understand the significant time and financial impact involved in acquiring relevant AQF or university level qualifications and recognise that this is to be balanced against the need to ensure ongoing service delivery.
- (5) The parties also agree that there is a dual responsibility between TMR and employees regarding training and development. With this in mind, employees who have been assigned training are expected to complete the training within the allocated timeframes. Exceptions to completing assigned training within the allocated timeframes will be discussed by the employee and their manager, and an appropriate solution will be identified.
- (6) Any movement of an employee between OO and TO stream roles will be managed in accordance with the Directive relating to recruitment and selection or the Directive relating to transfers between classification levels and systems.

## **2.10 Customer Service Centre Relieving Arrangements**

Where relieving, backfilling and higher duties opportunities of less than 4 weeks in duration arise within a Customer Service Centre (CSC), the relevant human resource management delegate will encourage all staff within the CSC and Cluster to express their interest to be considered to fill the aforementioned emergent and short-term relief opportunities. TMR is committed to ensuring fair, consistent and transparent recruitment and selection processes to fill any such opportunities. The relevant human resource management delegate should openly communicate staff in the CSC and Cluster regarding the related recruitment and selection decision.

## **2.11 Transport Inspector's Rosters**

- (1) TMR will ensure that rosters are released two cycles in advance in recognition of Transport Inspectors who are and will be required to travel for periods at a time as part of undertaking their duties away from their normal headquarters.
- (2) For example, if a roster's duration is for two weeks the roster will be released four weeks in advance of work commencing on that roster.

## **2.12 Site Rates and Site Allowance**

Where TMR employees are engaged on projects for which wage rates and/or additional site allowances have been determined under other industrial instruments, TMR will negotiate a similar allowance in recognition of securing additional workplace flexibilities pursuant to a negotiated site specific arrangement.

## **2.13 Phone Fix and Dial In from Remote Location – General Employees**

- (1) In the event of an employee (on call) being directed by their manager to provide advice over the telephone or undertake duties associated with accessing departmental databases, or other like departmental systems/facilities, through home-based computers with broadband connection or like technologies (without the need for the employee to leave their place of residence and return to the workplace), the employee will be paid at the relevant overtime rate for the actual time worked, with a minimum payment equivalent to 15 minutes.
- (2) Should the employee undertake more than one activity (for example, provide advice or undertake a computer-based duty) within the 15-minute period, no further minimum payment shall apply to those additional activities.
- (3) The employee will be responsible for recording such activities, which will require verification by the appropriate manager before payment can be made.
- (4) This provision does not apply to employees covered by the Public Service Award.

## 2.14 Health and Wellbeing

TMR has a long-standing commitment to improving workplace health and safety, and the continuing growth of a strong safety culture is an integral part of TMR's future organisational focus. To assist in further driving change to workforce behaviour in relation to workplace health and general wellbeing, TMR will reimburse expenses incurred of up to the below listed amounts per employee per annum to support the following health-related activities:

- (1) Exercise physiology - exercise program development, personal training.
- (2) Influenza vaccination - immunisation against influenza.
- (3) Physiotherapy - neck and back education, osteo or musculoskeletal treatment and prevention.
- (4) Nutritionist / dietician - weight management, eating disorders, allergies/intolerances.
- (5) Gymnasium / health club / sporting club fees - joining and membership fees.
- (6) Dental hygiene - clean and scale, treatment options.
- (7) Quit smoking program - use of patches, gum, hypnotherapy and the prescription of CHAMPIX.
- (8) Skin cancer screening - from an approved health professional.
- (9) Optometrist checks.

As from 1 July 2022	As from 1 July 2023	As from 1 July 2024
\$102.10	\$106.20	\$109.40

## 2.15 Higher Duties Amendment

- (1) Notwithstanding the provisions of the Directive relating to higher duties, higher duties is payable to public service employees who are directed to undertake the duties and responsibilities of another public service employee in situations where the current position holder is absent on accrued time leave and without it being contiguous with other approved forms of leave, for example recreation or long service leave. Provided that all other terms of the Directive relating to higher duties are complied with including any required 'minimum period' of relieving.
- (2) Provided further that where a Busway Safety Officer undertakes relieving in a Busway Shift Coordinator role, or a Senior Network Officer undertakes relieving in a Network Shift Supervisor role, payment of higher duties shall occur after the completion of one shift, in lieu of the 'minimum period' of more than three consecutive working days prescribed by the Directive relating to higher duties.

## 2.16 Workforce Initiative Communications

On a half yearly basis, TMR will send a communication to employees containing information regarding the following initiatives:

- (1) The application of the Directive relating to higher duties, including information about the minimum period for higher duties.
- (2) Reiterating TMR's commitment to providing a work environment that prioritises the health, safety and wellbeing of all employees by reminding employees and managers that they are responsible for effective workload management through regular conversations and that the workload management guides developed by the Public Sector Commission provide further details on how employees and managers can work together to address any issues or concerns about workload.

- (3) Promoting the availability of TMR's Management of Secondments Procedure to employees and decision makers.

### **2.17 No Loss of Show Day**

- (1) Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work on a day where the show day holiday applies, such employee will be given a day off in lieu, to be taken by mutual agreement with the employee's manager.
- (2) Provided that an employee subject to this Agreement, and whether engaged in different locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

### **2.18 Award Maintenance**

- (1) Subject to clause 1.5(2)(a), (b), (c) and (d) of this Agreement, the QIRC state wage case increases awarded during 2022 and the period up to and including the nominal expiry date of this Agreement will be absorbed into the wage increases provided by this Agreement.
- (2) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay, which is less than the corresponding rate of pay in the relevant parent award.

### **2.19 School Crossing Supervisors**

- (1) During the life of the Agreement, TMR and the United Workers Unions (UWU) agree to have discussions with the Department of Education (DoE) to explore the potential transfer of responsibility for the entire function of School Crossing Supervisors from TMR to DoE. The parties commit to finalising those discussions by 31 December 2023.
- (2) TMR intends that there be a bargaining agreement in place that would apply to those employees upon transition.
- (3) Should this result in the need for either a new agreement or amendment of an existing agreement, this will not represent an additional claim, as set out in the Agreement's *No Further Claims* clause.
- (4) TMR stands ready and willing to explore this issue with UWU and DoE in the best interests of the School Crossing Supervisors.

### **2.20 Benchmarking of Professionals**

During the 12 months following the Agreement being certified, the parties agree to undertake a benchmarking process as set out in Appendix 18, which will review the pay rates applicable to persons in the Professional Officer stream. The aim of the benchmarking process is to understand the rates of pay payable to TMR professionals compared with the rates of pay that apply to professionals in other Queensland public sector organisations, Queensland Government Owned Corporations, and interstate government agencies that carry out similar work to TMR.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Consultative Committees**

- (1) The parties agree that employees should be consulted about decisions which may affect their employment or welfare, and that meaningful consultation with affected employees leads to improved organisational outcomes.
- (2) TMR will have a joint union/employer DCC. The DCC will be used to facilitate consultation on a broad range of issues, including but not limited to discussion of matters arising from this Agreement such as:

- (a) workload management;
  - (b) organisational change and restructuring;
  - (c) climate change;
  - (d) training;
  - (e) union encouragement;
  - (f) balancing work/life and family;
  - (g) fair career paths;
  - (h) improved gender equity;
  - (i) organisational matters such as the review of, changes to or introduction of new workforce management policies; and
  - (j) labour hire and contracting out.
- (3) The DCC may agree to establish standing committees, sub-committees, or other additional consultative structures; for example Local Consultative Committees, with agreed terms of reference/operating principles.
- (4) The parties agree that the employer should report to unions on a quarterly basis the current status of employment practices within the entity. This report should be provided on a quarterly basis at the DCC. Specifically, the report should detail the following:
- (a) A snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation.
  - (b) A report on the variance from the previous quarter in the use of casuals, fixed term temporary employees and the number of people engaged through labour hire, including the following information on casuals employed within Customer Service Centres:
    - (i) location;
    - (ii) length of engagement; and
    - (iii) rationale for continued casual status.
  - (c) The number of people engaged through labour hire.
  - (d) Any significant variance in the number of permanent employees.
  - (e) The conversion of temporary and casual employees to tenured status.

### **3.2 Disputes Avoidance and Settlement Procedures**

- (1) The objective of this procedure is the avoidance and resolution of any disputes over matters covered by this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (2) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing immediately before the change which gave rise to the dispute is to continue whilst the procedure is being followed. No

party shall be prejudiced as to the final settlement by the continuation of work.

- (3) There is a requirement for TMR to provide relevant information and explanation and to consult with the appropriate employee representatives.
- (4) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - (a) The matter is to be discussed between the employee's union, and/or the employee(s) concerned, where appropriate, and the immediate manager in the first instance. The discussion shall take place within 24 hours and the procedure shall not extend beyond seven days.
  - (b) If the matter is not resolved as per provision (a), it shall be referred by the union and/or the employee(s) concerned to the appropriate TMR representative who shall arrange a conference of the parties to discuss the matter. This process shall not extend beyond seven days.
  - (c) If the matter remains unresolved, it may be referred to the employee and/or their union and the Director-General of TMR and/or their nominee for discussion and appropriate action. This process shall not exceed 14 days.
  - (d) If the matter is not resolved, then it may be referred by either party to the QIRC for conciliation, or if necessary, arbitration.
- (5) In terms of the IR Act, the QIRC is empowered by this Agreement to settle and determine any matters in dispute.
- (6) Nothing in this procedure shall prevent the DCC from taking any action considered conducive to resolving the matters in dispute.

### **3.3 Posting of Agreement**

A copy of this Agreement must be displayed in a conspicuous place at the workplace, where it can be easily read by employees in the workplace. Electronic access to this Agreement where available is sufficient to meet the requirements of this clause.

## **PART 4 - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Security of Employment Arrangements**

- (1) Job Security
  - (a) TMR, in line with the Queensland Government's *Employment Security Policy*, is committed to improved job security for permanent employees. This commitment will be assisted where TMR and employees are more flexible in terms of work, mobility, work practices and skills acquisition to meet changing business needs.
  - (b) Consistent with government policy, where changes in work patterns affect job viability, deployment, redeployment and retraining will remain TMR's priority.
  - (c) It is TMR's intention that future organisational change and restructuring will be limited in scale. All organisational change will need to demonstrate clear benefits and enhanced service delivery to the community. The objective is to stabilise TMR and to avoid unnecessary change that will not deliver demonstrable benefit to TMR or the community.
  - (d) TMR is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.
  - (e) These commitments are effected through the Queensland Government's *Employment*

*Security Policy and Contracting-Out of Services Policy* as provided for in Appendices 14 and 15 of this Agreement. TMR commits to providing appropriate information to the unions demonstrating these commitments at DCC meetings. Without limiting or enhancing the existing policies, TMR acknowledges that where operational decisions or contracting out of services decisions result in organisational change or restructure the policies provide for:

- (i) the need to demonstrate clear benefits and enhanced service delivery to the community;
  - (ii) avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community;
  - (iii) Cabinet approval is required for all major organisational change and restructuring in entities in accordance with the considerations outlined in the policies;
  - (iv) where TMR has made a decision to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through forums such as DCC; and
  - (v) Cabinet approval for contracting-out proposals that meet specified criteria including significant impact on the government's workforce in terms of job losses.
- (f) Further, the Queensland Government and TMR undertakes that permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities.
- (g) Provisions and entitlements relating to organisational change and restructuring can be found in the Directive relating to early retirement, redundancy and retrenchment and the Directive relating to supporting employees affected by workplace change which will both apply for the life of this Agreement.
- (h) TMR will advise the DCC of its intention to implement changes that may affect the employment security of its employees, prior to the commencement of any planned changes.
- (i) TMR will provide information to the unions on its employment practices in relation to the use of temporary and casual employment.
- (j) TMR will involve unions in the review of consultants and contractors and will submit any issues to the DCC.
- (k) The DCC may make recommendations and provide advice to TMR on any matters affecting the employment security of TMR's employees.
- (2) Permanent Employment

The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment or labour hire should only be utilised where permanent employment is not viable or appropriate. The parties are encouraged to proactively utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs. In particular, the future of work should be at the forefront of TMR's considerations in workforce planning and recruitment. TMR should review current and future capability requirements and funding availability and projections ahead of advertising roles with a view to maximising permanent employment.

- (3) Fixed Term Temporary Employment

- (a) The parties recognise that fixed term temporary employees may be engaged to meet temporary circumstances.
- (b) In regards to the cessation date of an employee's fixed term temporary contract, TMR is committed to ensuring that fixed term temporary employees are able to effectively plan their working lives. As such TMR recognises that best practice is to provide fixed term temporary employees with notice of intention to terminate the contract or offer an extension to their fixed term temporary engagement four weeks prior to their end of contract.

#### 4.2 Contracting Work and Labour Hire

- (1) TMR will continue to comply with Queensland Government's Contracting-Out of Services Policy and the job security provisions of this Agreement, and to maintain the practice of requiring employees of labour hire businesses to be paid as a minimum, the remuneration payable to equivalent TMR's employees.
- (2) Information relating to the use of labour hire employees may be made available, on request by a relevant union, for discussion at DCC meetings.
- (3) The parties agree to a joint union-TMR review of the use of contractors and consultants used within the TMR consistent with the recommendations of the Coaldrake Review into Queensland Public Sector Workforce as adopted by the Whole of Government and quarterly reports will be provided to the DCC.
- (4) This review will look to provide the necessary information to assess the extent and appropriateness of outsourcing in TMR, including engineering, and will also ensure that TMR's use of contractors complies with the *Professional Engineers Act 2002*.

### PART 5 - REMUNERATION OUTCOMES

#### 5.1 Wage Rate Increases

The following pay rates shall be available to employees covered by this Agreement:

1 July 2022	New pay rates as per Column A of Appendix 1 of this Agreement shall apply on 1 July 2022. This first increase amounts to 4% on the pay rates applicable at 30 June 2022.
1 July 2023:	New pay rates as per Column B of Appendix 1 of this Agreement shall apply on 1 July 2023. This second increase amounts to 4% on the pay rates applicable at 30 June 2023.
1 July 2024:	New pay rates as per Column C of Appendix 1 of this Agreement shall apply on 1 July 2024. This third increase amounts to 3% on the pay rates applicable at 30 June 2024.

#### 5.2 Cost of Living Adjustment (COLA) Payments

- (1) Definitions
  - (a) The following definitions apply for the purposes of the COLA Payments clause:
    - (i) **Agreement year** – means one of the three 12-month periods from 1 July in one year to 30 June in the following year that includes a calculation date.
    - (ii) **Base wages** – for an eligible employee, means the salary actually payable to the particular employee in the relevant agreement year for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include

any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc).

- (iii) **Calculation date** – means, either 30 June 2023 (COLA Payment Year 1); or 30 June 2024 (COLA Payment Year 2); or 30 June 2025 (COLA Payment Year 3).
- (iv) **COLA payment percentage** – see clause 5.2(3)(b) of this Agreement.
- (v) **CPI** – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant agreement year, as published by the Australian Bureau of Statistics. Queensland Treasury will advise TMR of the CPI relevant to COLA considerations upon its release in each year.
- (vii) **Eligible employee** – see clause 5.2(2) of this Agreement.
- (viii) **Queensland government employee** – means a person employed in a government entity, as defined in section 276 of the PSA, and the entities specified at sections 276(2)(c), 276(2)(d) and 276(2)(h) of the PSA: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.
- (ix) **Wage increase under the Agreement** – means the wage increase of either 4%, 4% or 3%, as specified in clause 5.1 of this Agreement - *Wage Rate Increase*, that occurs at the commencement of an agreement year.

(2) Eligibility

- (a) Eligible employees covered by this Agreement may be entitled to receive COLA payments based on the calculation dates, for up to three years only, and ending for the calculation date of 30 June 2025.
- (b) An employee is an eligible employee if they performed work under this Agreement during a relevant agreement year and they are covered by this Agreement on the relevant calculation date for the associated COLA Payment.
- (c) In recognition of employee mobility across the sector, where an employee would otherwise be an eligible employee in accordance with clause 5.2(2)(b) of this Agreement, but they are not covered by this Agreement on the relevant calculation date due to being employed elsewhere as a Queensland government employee on the calculation date, they will be deemed to be an eligible employee for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to TMR.

*Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.*

- (d) An employee who starts being covered by this Agreement after a calculation date is not eligible for the associated COLA Payment.

*Example – an employee starts being covered by the agreement on 17 September 2023. The employee is not eligible for COLA Payment Year 1.*



- (e) An eligible employee who did not perform work under this Agreement for the full agreement year, will receive a pro-rata COLA payment by reference to the base wages they received that was attributable to work under this Agreement.

*Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.*

*Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.*

*Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.*

- (f) An eligible employee who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant agreement year because of the definition of base wages.

*Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.*

- (g) In addition to the other requirements of clause 5.2(2) of this Agreement, casual employees are eligible employees provided they have performed work under this Agreement, or as a Queensland government employee, within the 12-week payroll period immediately prior to the relevant calculation date.

(3) Calculation and payments

- (a) Step one - A COLA Payment is only payable if, for the relevant agreement year, CPI exceeds the wage increase under the Agreement.
- (b) Step two - The relevant COLA Payment is calculated by first determining the percentage difference between the wage increase under the Agreement and CPI for the relevant agreement year and each COLA Payment is capped at 3% (the 'COLA percentage').

*Example one: For COLA Payment Year 3, the agreement year is 1 July 2024 to 30 June 2025. The wage increase under the Agreement is 3% on 1 July 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, (that is, 0.9%). 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.*

*Example two: For COLA Payment Year 1, the agreement year is 1 July 2022 to 30 June 2023. The wage increase under the Agreement is 4% on 1 July 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, (that is, 3.5%). However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.*

- (c) Step three - To calculate an eligible employee's COLA Payment, the relevant employee's base wages for the agreement year are adjusted to determine what their base wages would have been if the relevant wage increase under the Agreement had not been applied for that agreement year. This is done by using the following formula to first determine the value of 'a':

$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal}).$

Then the relevant employee's base wages are then multiplied by 'a', where 'a' is expressed as a percentage:

*Example: The wage increase in the Agreement for that agreement year was 4% on 1 July 2022. The base wages payable to the relevant employee for the agreement year from 1 July 2022 to 30 June 2023 is \$90,000. The calculation occurs as follows:*

- (i)  $a = 100 / (1 + 0.04)$ .
  - (ii)  $a = 96.1538$ .
  - (iii)  $\$90,000$  adjusted by 96.1538% =  $\$86,538.42$ .
- (d) Step four - The figure from clause 5.2(3)(c) of this Agreement is then multiplied by the COLA Percentage calculated in clause 5.2(3)(b) of this Agreement to determine the particular employee's COLA Payment for that agreement year.

*Example: The COLA percentage is 3%.*

*$\$86,538.42$  multiplied by 3% =  $\$2,596.15$ .*

COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

- (4) Timing of information and payments
- (a) For eligible employees under clause 5.2(2)(b) of this Agreement, if payable, the relevant COLA Payment will be made within two (2) months following the relevant calculation date and release of the CPI.
  - (b) For eligible employees under clause 5.2(2)(b) of Agreement, if payable, the relevant COLA Payment will be made within two (2) months of the employee providing the notice of their employment pursuant to clause 5.2(3) of this Agreement.

TMR will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

### **5.3 Salary Packaging**

- (1) Salary packaging is available for all employees (excluding short-term casuals) covered by this Agreement in accordance with Queensland Government policy found in the Circular issued from time to time by the entity responsible.
- (2) The following principles apply for employees that avail themselves of salary packaging:
  - (a) The costs for administering the package, including fringe benefits tax, are met by the participating employee.
  - (b) There will be no additional increase in superannuation costs or to fringe benefits payments made by TMR.
  - (c) Increases or variations in taxation are to be passed to employees as part of their salary package.
  - (d) Where mandated by relevant Government policy, employees must provide to the TMR evidence of independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is strongly recommended to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement.

- (e) TMR will pass on to the employee any Input Tax Credits it receives as part of salary packaging.
  - (f) There will be no significant additional administrative workload or other ongoing costs to TMR.
  - (g) Any additional administrative and fringe benefit tax costs are to be met by the employee.
  - (h) Any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (3) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
  - (4) Subject to federal legislation, employees may elect to adjust their current salary packaging arrangements to package up to 100% of salary to superannuation.

#### 5.4 Electrical Contractors' Licence Allowance

An employee of TMR who holds qualifications eligible to be granted an electrical contractors' licence and who is required by TMR to be its nominee by fulfilling the role of qualified trade person (endorsee) by signing the appropriate documentation on behalf of TMR and fulfilling the qualified trade person functions, shall be paid a weekly allowance of the amount prescribed below:

As from 1 July 2022	As from 1 July 2023	As from 1 July 2024
\$81.70	\$85.00	\$87.60

#### 5.5 Other Departmental Electrical and Engineering Supervisory General Employees Required to be On-Call

- (1) TMR's electrical and engineering supervisory general employees, not covered by the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016* (BEMS Award), and who are required to be on call and who are required to supervise/undertake electrical and engineering work when called out, will be compensated in accordance with the following arrangements:

	As from 1 July 2022	As from 1 July 2023	As from 1 July 2024
Where the employee is required to be on call on any night, Monday to Friday	\$21.50 per night	\$22.40 per night	\$23.10 per night
Where the employee is required to be on call through the whole of a Rostered Day Off (RDO), Saturday, Sunday or Public Holiday	\$38.00 per instance	\$39.50 per instance	\$40.70 per instance

- (2) In addition, where the employee is recalled to work, the employee will be compensated, in respect of each call out, as provided for under clause 18.4 of the BEMS Award - *Recall to duty – generally*.

#### 5.6 On-Call Work Arrangements for Employees Covered by the Public Service Award

The following clauses are to be read in conjunction with clause 18.7 of the Public Service Award - *On call – additional payments*:

- (1) Where an employee is instructed to be available on call outside ordinary or rostered working hours, the employee will be paid, in addition to their ordinary rate of pay an allowance based upon the hourly rate of the classification of Professional Officer classification level 3, increment 4 in accordance with the rate provided for in Appendix 1 of this Agreement.
- (2) An employee, while on call, who is recalled to perform duties without the need to leave the employee's place of residence, will be paid for time worked with a minimum payment of one hour for each time the employee performs such duties. Provided that should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply. Provided further that the employee will be responsible for the recording of such requests which will require subsequent verification by the relevant human resource management delegate.

#### 5.7 On-Call Work Arrangements for employees Covered by the General Employees Award

- (1) This clause shall not apply to electrical and engineering supervisory general employees required to be on call to undertake / supervise electrical or engineering work.
- (2) In addition the following clauses are to be read in conjunction with clauses 18.7 - *On call additional payments* - and 18.5 - *Recall to duty – other than from on call* - of the General Employees Award:

	As from 1 July 2022	As from 1 July 2023	As from 1 July 2024
Where the employee is on call throughout the whole of a rostered day off or a statutory holiday	\$48.60	\$50.50	\$52.00
Where an employee is on call during the night only of a rostered day off, an accrued day off or statutory holiday	\$30.80	\$32.00	\$33.00
Where an employee is on call on any other night	\$24.20	\$25.20	\$26.00

- (3) An employee, while on call, who is recalled to perform duties without the need to leave the employee's place of residence, will be paid for time worked with a minimum payment of one hour for each time the employee performs such duties. Provided that should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply.
- (4) In addition, an employee is responsible for the recording of such requests which require subsequent verification by the relevant human resource management delegate.

#### 5.8 Rural and Remote Area Incentive Scheme (RRAIS)

- (1) RRAIS is a management scheme which provides improved benefits in rural and remote areas for TMR employees.

- (2) Contribution to the Viability of Rural and Remote Communities

TMR is committed to maintaining its contribution to the viability of rural and remote communities in which TMR operates and the quality of its services to those communities. For the purpose of this Agreement, the term 'rural and remote communities' are within the following regions: South west region, Central west region, North west region, Fitzroy region (Emerald only).

- (3) Utilisation of Local Businesses to Recruit Employees

Where practicable, TMR will utilise local businesses or recruit employees from the local area.

- (4) Compensation and Incentive Package

TMR is maintaining a compensation and incentive package for employees working in the above-mentioned regions and subject to this Agreement.

- (5) The compensation package for an eligible public service officer is:

- (a) The following amounts per fortnight, payable to a public service officer with dependents for the duration of this Agreement.

Centre	As from 1 July 2022	As from 1 July 2023	As from 1 July 2024
Emerald	\$97.80	\$101.70	\$104.70
Cloncurry	\$181.60	\$188.80	\$194.50
Barcaldine	\$172.80	\$179.80	\$185.20
Roma	\$69.60	\$72.40	\$74.50

- (b) Officers without dependents receive 50% of the above rates.

- (6) The compensation package for an eligible general employee is:

A western allowance payable to permanent field employees located permanently in any of the four rural and remote regions. This allowance is in addition to the divisional and district parity allowance. See below for the rates per fortnight.

Region	Dependent Status	As from 1 July 2022	As from 1 July 2023	As from 1 July 2024
Central west and North west regions	Employee with dependents	\$24.80	\$25.70	\$26.50
	Employee without dependents	\$12.60	\$13.10	\$13.50
South west and Fitzroy (Emerald Only) regions	Employee with dependents	\$12.60	\$13.10	\$13.50
	Employee without dependents	\$5.90	\$6.20	\$6.40

- (7) Reimbursement of medical expenses (refer to Appendix 6 of this Agreement - *Specialist Medical or Dental Treatment*).
- (8) Incentives
- The ability exists to employ staff under section 155 of the PSA – *Employment of public service officers on contract for fixed term* - to attract scarce skills to the remote area. A pool of temporary positions in the Administrative Officer, Technical Officer and Professional Officer streams will be held by human resources. These positions will only be available for use in the designated rural and remote communities. Refer to Appendix 7 of this Agreement.
- (9) Guaranteed Transfer Out (refer to Appendix 8 of this Agreement - *Guaranteed Transfer Out*).
- (10) Subsidised housing (refer to Appendix 9 of this Agreement - *Subsidised Housing*).
- (11) Professional development (refer to Appendix 10 of this Agreement - *Professional Development Incentives*).
- (12) Pre-start familiarisation visits (refer to Appendix 11 of this Agreement - *Pre-Start Familiarisation Visits*).
- (13) Job search assistance (refer to Appendix 12 of this Agreement - *Job Search Assistance*).
- (14) Family Education Assistance

TMR will continue to support mechanisms for the education of employee's families in rural and remote areas through appropriate policies.

## 5.9 Locality Allowances

- (1) Locality allowances are payable to an eligible employee in accordance with the Directive relating to locality allowances.
- (2) The rates prescribed by the Directive relating to locality allowances are increased by 5.5% from 1 January 1997 for all centres other than those in coastal local government areas as at that date and listed in Appendix 3 of this Agreement.

#### **5.10 Professional Officer Stream Three Year Degree**

- (1) Where a three year degree qualification is a minimum mandatory requirement for a position, the position will be classified within the Professional Officers stream under the Public Service Award.

### **PART 6 - HOURS OF WORK, ROSTERED DAYS OFF, OVERTIME, SHIFT WORK, WEEKEND WORK**

#### **6.1 Working on Rostered Days Off (RDO)**

- (1) An employee may be requested to work on their RDO in circumstances that require a full day, or as prescribed in a SSA.
- (2) If an employee is a dayworker and is requested to work an RDO, the employee at their discretion, can elect to be paid at Saturday overtime rates or to bank the day on a time for time basis. TMR cannot force the employee to bank an RDO.
- (3) This Agreement allows for the banking of up to five RDOs or as varied by a SSA.
- (4) The parties agree that appropriate consultation shall occur over any programming in regard to the scheduled working of RDOs. An employee shall not unreasonably be required to work on RDOs and an employee shall not unreasonably withhold agreement to work on a RDO.
- (5) Where a SSA includes a requirement that RDOs be worked and be compensated in the form of TOIL, the TOIL will accumulate at overtime rates.

#### **6.2 Payout of Rostered Days Off**

- (1) An accrued RDO shall be taken within 12 months of its accrual or if not taken shall be paid to the employee at overtime rates. However, written agreement may be reached between the employee and the relevant human resource management delegate to extend this period to two years.
- (2) In the absence of an agreement with the employee, the relevant human resource management delegate will have the discretion to direct the employee to take any accrued RDOs which are overdue to be taken upon five working days' notice.

#### **6.3 Flexible Work Patterns by Mutual Agreement**

The parties agree that existing 38 hour/week arrangements at the local level may be subject to review. The general principles to be applied are:

- (1) no reduction in client service delivery;
- (2) no increase in costs; and
- (3) the use of facilitative provisions (for example, consultation requirements) as per the relevant Award.

#### **6.4 Hours of Work - Accrued Time Arrangements for employees Covered by the Public Service Award**

- (1) An employee is entitled to carry over up to 40 hours of accrued time at the end of each settlement period. Accrued hours in excess of this amount are to be forfeited at the end of each settlement period.

- (2) Provided that employee who are engaged on high priority departmental projects or major infrastructure projects can carry over between a maximum of 80 hours of accrued time at the end of each settlement period. Accrued time in excess of this amount is to be forfeited at the end of each settlement period.

#### **6.5 Hours of Work - Partial Payout of Accrued Time Arrangements for Employees Covered by the Public Service Award**

- (1) Notwithstanding the provisions of clause 6.4 of this Agreement, the relevant human resource management delegate may approve an application for a business case submitted by a business unit on behalf of an employee engaged on a designated high priority departmental project/activity or road infrastructure project, operating for at least six months in duration.
- (2) Such approval will amend the accrued time arrangements for the employee with respect to each work cycle over the period of the approved arrangement as follows:
  - (a) This arrangement does not apply to an employee who carries over a maximum of 80 hours between work cycles in accordance with clause 6.4 of this Agreement.
  - (b) All accrued time will contribute towards the employee taking at least one accrued day off each work cycle.
  - (c) Accrued time remaining (up to a maximum of 20 hours) after the taking of accrued time off shall be paid out at the employee's ordinary rate of pay at the end of each settlement period.
  - (d) Any further accrued hours remaining not in excess of a 40 hour balance will carry over to the next work cycle, provided that accrued hours in excess of 40 hours shall be forfeited at the end of the settlement period.

*Example: An employee working on a designated high priority departmental project / activity or road infrastructure project, lasting for 8 months, receives approval to amend accrued time arrangements in accordance with the above. The employee, after taking at least one accrued day off, finishes the settlement cycle on 25 accrued hours. Under the approval arrangement the employee is paid out 20 hours and the remaining 5 hours carries forward to the next settlement period.*

#### **6.6 Accrued Hours Management**

- (1) The relevant human resource management delegate will monitor the level of accrued hours of those employees within their area of responsibility and utilise strategies, including the following, to ensure employees do not forfeit accrued hours:
  - (a) The relevant human resource management delegate of employees with 20 hours of accrued time will initiate a conversation with the employee to reduce their accrued hours.
  - (b) The relevant human resource management delegate of employees with 30 hours of accrued time will develop a plan with the employee to reduce their accrued hours.
  - (c) The relevant human resource management delegate of employees with 40 hours of accrued time may direct the employee to take not less than two days of accrued time within one settlement period to reduce their accrued hours.
- (2) For clarity, employees operating in an accrued time arrangement are entitled to accrue up to 40 hours per settlement period and the parties recognise that fluctuations in work patterns, work-life balance aims and management of operational requirements may result in an employee accruing up to 40 hours of accrued time at the end of a settlement period.

#### **6.7 Spread of Ordinary Time Hours (Dayworkers)**

- (1) The ordinary hours of work for dayworker shall be between 6.00am and 6.00pm, Monday to Friday inclusive, except:

- (a) as set out in clause 6.7(3) of this Agreement, for specified groups of employees; and
  - (b) where the ability to work ordinary hours within alternative work patterns is provided for in this Agreement or a relevant Award.
- (2) Provided that by mutual agreement between the relevant human resource management delegate and the majority of employees affected and the relevant union, employees may work in daylight hours (where such arrangements are invoked for general employees under the *Civil Construction Operations and Maintenance General Award 2016*) and in all circumstances where work in daylight hours is implemented, the existing spread of 12 hours in which ordinary daily hours are worked shall not be increased. The relevant human resource management delegate cannot extend the spread of hours to daylight hours unless agreement is reached.
- (3) Specified Groups of Employees
- (a) Road Safety Consultants
 

The ordinary hours of work for Road Safety Consultants shall be between 6.00am and 10.00pm, Monday to Friday inclusive. Provided that the spread of ordinary hours may be extended by agreement between the relevant human resource management delegate, the majority of employees affected and the relevant union.
  - (b) Driving Examiners and Transport Inspectors
 

The ordinary hours of work for Driving Examiners and Transport Inspectors shall be worked in accordance with clause 15.1(a)(vii) - *Ordinary hours of duty* - and S1.3.1 – *Transport Inspectors* - respectively of the Public Service Award, and such variations thereto.
  - (c) Brisbane Central Business District
    - (i) These provisions shall apply only to employees engaged under the Public Service Award where the employee's place of work, at daily commencing and finishing times, is within the Australian Bureau of Statistics Statistical Local Areas of "City - Remainder" and "City - Inner" within the Statistical Subdivision of '0501 - Inner Brisbane'.
    - (ii) In recognition of the problems associated with increased traffic congestion into the Central Business District of Brisbane, the parties agree to a wider ordinary spread of hours of 6.00 a.m. to 7.00 p.m. for full-time and part-time employees only.
    - (iii) The purpose of such an arrangement is to allow employees and the relevant human resource management delegate to mutually agree to changes to existing commencing and finishing times in order that the employees can commence and/or finish their working hours outside the recognised peak times of 7.00am to 9.00am and 4.00pm to 6.00pm.
    - (iv) For the purposes of application of the Directive relating to excess travel time, which only applies to employees subject to the Public Service Award, the ordinary spread of hours shall be 6.00am to 7.00pm.
    - (v) The parties affirm that the capacity for an individual employee to have an ordinary spread of hours of 6.00am to 7.00pm by mutual agreement under these provisions will not be used as the rationale to alter customer service delivery arrangements of agencies affected by these provisions.
    - (vi) All other conditions contained in Awards and Directives relating to overtime, meal breaks and meal allowances continue to apply.



- (d) Telecommuting

The spread of ordinary hours of work for employees who telecommute shall be between 6.00am and 10.00pm in accordance with the *Department of Transport and Main Roads Hours of Work Procedure – 36.25 hours per week* and such variations thereto.

## **6.8 Expansion of Ordinary Time Hours for General Employees**

By agreement between the relevant human resource management delegate and the majority of employees affected, ordinary hours, including night work, may be worked up to 10 hours per day and starting and finishing times may be staggered. Only in exceptional circumstances shall relevant human resource management delegate require an employee to work overtime beyond 10 ordinary time hours per day. Where agreement with the majority of employees is not reached, the relevant human resource management delegate may implement this clause after consultation with the relevant union.

## **6.9 Night Work (Excluding Shift Work)**

- (1) Where operationally required by TMR, and following agreement between TMR and the majority of affected employees, employees, upon being given 7 days' notice or a lesser period as agreed between TMR and the majority of affected employees, may be required, for a defined period of time, to work all or part of their ordinary hours between 6.00pm and 6.00am, Monday to Friday (including either the previous Sunday night or the following Saturday morning) to perform activities including:
  - (a) line marking;
  - (b) road and bridge maintenance;
  - (c) traffic system maintenance;
  - (d) surveying;
  - (e) concrete pours in extreme climatic conditions;
  - (f) public road safety works;
  - (g) restriction of public access to business premises;
- (2) Provided that in relation to a response to an emergency or disaster, where urgent repair work is programmed for at least 2 consecutive nights, the 7 days' notification requirement may be waived by agreement of the majority of affected employees and the local official or officials of the relevant unions. Any extension to the period of time that employees are required to perform night work will be by agreement between TMR and the majority of affected employees, and with advice to the local official or officials of the relevant unions.
- (3) Periods of one week and up to four weeks
  - (a) All ordinary hours worked between 6.00pm and 6.00am shall incur a penalty of 50% of the ordinary time rate of pay for all hours so worked. Where employees are required to work ordinary hours between midnight on Friday and midnight on Sunday, those ordinary hours worked shall be paid at a rate equivalent to the relevant overtime rate. These arrangements will apply to:
    - (i) periods from one week and up to four weeks; and
    - (ii) periods beyond four weeks only with the agreement of the majority of affected employees and local official or officials of the relevant unions.
  - (b) The hours of duty shall be inclusive of a 30-minute paid meal break.
  - (c) Where overtime is worked:

- (i) either prior to or following night work; and
- (ii) continuous with such night work; and
- (iii) between 6.00pm and 6.00am; and
- (iv) within the spread of ordinary hours.

it will be paid at double time for the first three hours and double time and a half thereafter.

- (d) Overtime worked beyond 6.00am following, and continuous with, night work is to continue being paid at the overtime rates mentioned immediately above (and incorporating the 50% loading) until such overtime ceases.
  - (e) Provided that only in exceptional circumstances shall TMR require an employee to work overtime beyond the agreed ordinary hours in any one night.
- (4) Periods of less than one week
- (a) Where emergency or urgent repair work is done at night, for less than one week, it will be regarded as ordinary daily hours but paid for at overtime rates.
  - (b) Various scenarios for night work are prescribed in Appendix 13 of this Agreement - *Night Work Scenarios*.

#### **6.10 Short Term Night Work - Employees Covered by the Public Service Award**

- (1) Where management has an operational requirement to meet road infrastructure needs, and by agreement of the majority of employees affected, a employee, may work all or a substantial part of their ordinary hours at night for periods of less than five consecutive nights.

Short term night work is limited to the following activities

- (a) the management and safety of night work operations;
  - (b) supervision or review of road infrastructure work procedures/arrangements;
  - (c) supervision or review of new road infrastructure work or maintenance of existing road infrastructure work;
  - (d) disaster relief activities/co-ordination;
  - (e) information technology operations support;
  - (f) traffic operations support;
  - (g) roadwork inspections; and
  - (h) other activities that are agreed to between management and a recognised union representative.
- (2) Where ordinary hours are worked outside of the ordinary spread of hours (that is, 6.00am to 6.00pm) for a period of at least one night but less than five nights (of a rostered normal working week), all such ordinary hours of work (inclusive of paid meal breaks) shall incur a 50% penalty and will be deemed part of the ordinary hours of work for the employee/s affected.
  - (3) Provided that where an employee is subject to the *Department of Transport and Main Roads Hours of Work Procedure – 36.25 hours per week*, and performs short term night works in excess of 7.25 ordinary hours per day, the additional ordinary hours will be accrued as per *Department of*

*Transport and Main Roads Hours of Work Procedure – 36.25 hours per week* and the 50% penalty shall be paid for the additional ordinary time worked.

- (4) Provided that Employees are to be provided with at least seven days' notice of a request to perform short term night work and be provided with a minimum 10 hour break without loss of pay during ordinary hours prior to resuming ordinary hours after completing short term night work.
- (5) Any agreement made under these arrangements shall be recorded and signed by either the employee/s or their union representative and the relevant human resource management delegate. Such record shall be maintained at the work place to which it relates.
- (6) An employee shall not be subject to any undue pressure to provide agreement. This clause shall only be applied where genuine mutual agreement is reached. When any employee has a belief that undue pressure is applied by management to invoke this clause, the employee should either initiate the Disputes Avoidance and Settlement Procedure contained in clause 3.2 of this Agreement, or contact their union.

#### **6.11 Flexible Shift Arrangements for Combined Depots/Work Sites**

- (1) Employees working at the same location or on adjoining jobs may be required to work shiftwork in order to maximise the use of plant and to increase productivity, provided that such work arrangements involve the working of two or more rotating shifts being worked per day on a common roster. Prior to implementation, there is to be consultation with the relevant unions.
- (2) In such a case, all employees shall be deemed to be shift workers under their relevant Award, except that the shift times for day, afternoon and night shifts contained in the *Civil Construction, Operations and Maintenance General Award – State 2016*, shall apply and the shift penalty shall be 15% for all hours worked on afternoon or night shifts.

#### **6.12 Working any 5 consecutive days out of 7 days, Monday to Sunday inclusive**

- (1) By agreement between the relevant human resource management delegate, the majority of affected employees and the relevant unions, employees may work their ordinary hours on any 5 consecutive days out of 7 days, Monday to Sunday inclusive, in the following situations:
  - (a) For road works, where undertaking work on Saturday and/or Sunday can provide:
    - (i) improved productivity through better access to roads when traffic volumes are lower;
    - (ii) significant reductions in traffic disruption/delay;
    - (iii) reduced disruption of access to business or education premises;
    - (iv) reduced exposure to safety hazards for workers; and/or
    - (v) less night time noise in urban residential areas (where work might otherwise be done at night).
  - (b) In workshops, where employees are required to maintain or repair plant and equipment on days when construction or maintenance crews are not working to minimise down-time on site; or workshops, laboratories or offices, where necessary, to support construction and maintenance needs in circumstances as outlined in clause 6.12(1)(a) of this Agreement.
- (2) This provision applies primarily for 'on-road' works which disrupt normal traffic flow and access to adjacent business premises (for example, pavement works), rather than 'off-road' activities which do not interfere with traffic movements (for example, signage and roadside drainage works). It is intended to apply on roads where large traffic volumes on weekdays (Monday to Friday) restrict the extent of possible lane closures and where lower traffic volumes on weekends would allow safer, more productive and/or less disruptive road works to be undertaken. This

particularly applies to major urban roads that have significant commuter traffic on weekdays.

- (3) All ordinary hours worked between midnight Friday and midnight Sunday shall incur the appropriate penalty rate based on the weekend overtime rate where an award does not prescribe weekend penalty rates for ordinary time hours. In all other cases, the appropriate Saturday and/or Sunday weekend penalty rate in the relevant award will apply.

### **6.13 Aggregated Hours**

- (1) In isolated or remote circumstances, or where climatic factors would substantially disrupt work employees may work their total hours by aggregating their weekly hours across work cycles up to 12 months or less, provided:
  - (a) there is mutual agreement to do so between a majority of affected employees and the relevant human resource management delegate;
  - (b) there is prior notification to the local official or officials of the relevant unions;
  - (c) the maximum ordinary hours an employee may work is 10 hours per day, 5 days per week; and
  - (d) the total ordinary hours must be worked within a period of not less than 9 months for a 12 month work cycle, or proportionately with respect to ordinary hours less than 12 months (e.g. 6 months work in a period of not less than 4.5 months).
- (2) Before a particular work cycle commences, a roster that provides for the total ordinary weekly hours of work during the work cycle, including time-off provisions, shall be agreed between the relevant human resource management delegate and a majority of affected employees.
- (3) Where hours in excess of the agreed hours are worked, overtime will accrue and be paid or taken as TOIL, consistent with the terms of this Agreement.
- (4) Provided that at the end of any 12 month period, employees must have:
  - (a) worked their total ordinary annual hours;
  - (b) been paid for their total ordinary annual hours; and
  - (c) acquitted any excess hours by taking TOIL or receiving payment in lieu.
- (5) Any changes to an aggregated roster must be negotiated with all affected employees and a majority of 2/3 of those affected must be gained before any changes can be implemented.
- (6) A transparent and effective ballot process will be implemented and should include a minimum of two returning officers elected to conduct the ballot. Each returning officer shall initial all ballot papers before they are distributed to employees for voting purposes. When the ballot papers are returned they shall account for all of the ballot papers issued – including spares. They should also satisfy themselves that all ballot papers carry their initials.
- (7) The eligibility to partake in the vote will be determined by the DCC. It is further agreed that, current permanent employees working in accordance with an aggregated hours agreement shall be given the opportunity to fulfil any requirement by the relevant human resource management delegate to provide labour, prior to any casuals/labour hire companies being engaged.
- (8) The DCC is to be informed of any application of this initiative and will monitor the use of aggregated hours to ensure employees are not disadvantaged.

### **6.14 Aggregated Hours of Work Arrangements - Cairns and Cape York**

- (1) Employees engaged in Cairns and Cape York and undertaking higher duties for at least 18 weeks (75%) of a 24 week aggregated hours of work arrangement, shall be entitled to be paid for 108 aggregated hours at the higher classification level rate of pay.

- (2) Further, the payment of aggregated hours worked during the period January to March will be at the rate of 1.2 times (120%) of the ordinary rate.

#### **6.15 Averaging of Ordinary Hours of Work**

Where agreed between relevant human resources management delegate and an employee, and subject to policy requirements, mechanisms will operate by which an employee can agree to average ordinary hours of work over a cycle with differential daily and weekly hours (for example, in a four week work cycle an employee may work 45 hours in one week and 30 hours the next week) provided that the total standard ordinary hours for the period are worked. Under this arrangement the agreed working hours for the individual employee would be established in consultation between the relevant human resource management delegate and the employee. Normal overtime arrangements/penalty rates will only apply for the hours worked in excess of the agreed hours of duty.

### **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **7.1 Cultural Awareness and Leave**

- (1) The parties recognise the value of diversity in the workplace and the importance of measures that promote diversity and cultural respect, in particular with regard to Aboriginal and Torres Strait Islander peoples and cultures.
- (2) Eligible employees may access up to five days unpaid cultural leave per year as prescribed at section 51 of the IR Act. In addition, eligible employees may also access cultural leave:
  - (a) as recreation leave;
  - (b) as unpaid special leave;
  - (c) in lieu of public holidays (where operational circumstances permit);
  - (d) as accrued time leave; or
  - (e) at the required time with such time made up at a later date.
- (3) TMR will report to the DCC about cultural awareness training and activities.

#### **7.2 Bone Marrow Donor Leave**

- (1) A full-time or part-time employee who is absent during ordinary working hours for the purpose of donating bone marrow, or for the purpose of undertaking a blood test as part of the process of becoming a registered bone marrow donor, will not suffer any deduction of pay up to a maximum of:
  - (a) two hours on not more than two occasions for the purpose of blood testing as part of the process of becoming a registered bone marrow donor; and
  - (b) three days on any occasion that a bone marrow donation is given.
- (2) In relation to blood testing as part of the process of becoming a registered bone marrow donor, employees must arrange for the absence from work to be on a day suitable to the relevant human resource management delegate and the absence must be as close as possible to the beginning or ending of the employee's ordinary working hours.
- (3) The Australian Red Cross Blood Service guidelines include the following advice on *Hazardous Occupations and First Time Donors*:
  - (a) There are various occupations/activities to which donors should not return for a specific period after donating because a delayed reaction may be hazardous. First time donors or donors with a previous history of fainting should be advised not to donate and perform a hazardous occupation/activity on the same day.

- (b) Drivers of heavy/public transport vehicles - recommended eight hours before returning to work.
- (4) In relation to bone marrow donations, employees must provide the relevant human resource management delegate with as much notice as is possible of a requested bone marrow donation.
- (5) So far as is possible, employees must make arrangements for a bone marrow donation so as to minimise their absence from work.
- (6) Proof of attendance of the employees at either a blood test or a bone marrow donation and the duration of the blood test or the bone marrow donation must be provided to the relevant human resource management delegate.

### **7.3 Blood Donor Leave**

- (1) A full-time or part-time employee who is absent during ordinary working hours for the purpose of donating blood, shall not suffer any deduction of pay up to a maximum of two hours on each occasion and up to a maximum of four separate absences for the purpose of donating blood each calendar year.
- (2) Provided that such employee shall arrange for the absence to be on a day suitable to the manager and be as close as possible to the beginning or ending of the ordinary working hours.
- (3) Proof of attendance by the employee at a recognised place for the purpose of donating blood and the duration of such attendance, shall be furnished to the satisfaction of the manager.
- (4) Further, the employees shall notify their manager as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.
- (6) *The Australian Red Cross Blood Service guidelines include the following advice on Hazardous Occupations and First Time Donors:*
  - (a) *There are various occupations/activities to which donors should not return for a specific period after donating because a delayed reaction may be hazardous. First time donors or donors with a previous history of fainting should be advised not to donate and perform a hazardous occupation / activity on the same day.*
  - (b) *Drivers of heavy/public transport vehicles - recommended eight hours before returning to work.*

### **7.4 Extra leave for proportionate salary (purchased leave)**

- (1) Where agreed between the relevant human resource management delegate and employee, and subject to policy requirements, the employee can work reduced months in a year and receive a proportionate salary over a full twelve month period, where this arrangement meets the operational needs of TMR.

### **7.5 Annual leave loading payment**

- (1) Payment of annual leave loading will be consolidated and paid to all employees, except non-continuous and/or continuous shift-workers, during December of each year.
- (2) It is at the discretion of the relevant human resources management delegate to determine whether they wish to apply this clause to non-continuous and/or continuous shift-workers within their area of responsibility.
- (3) Payment for annual leave loading will be made through normal electronic funds transfer pay arrangements.

### **7.6 Annual leave in advance**

Abolish the payment of wages in advance for annual leave, except in exceptional circumstances, including, but not limited to international or remote destinations and economic hardship.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **8.1 Return Travel at Agreed Intervals**

Employees will be eligible for travel from the employee's work centre or depot to a TMR project and return in the TMR's time and at the cost to TMR or on paid travel time as follows:

- (1) In the case of remote locations, that is isolated Cape York Peninsula communities and the Torres Strait Islands or projects where the programmed working of weekend overtime does not occur, employees will be afforded one return trip back from the job to the work centre or depot once every six weeks.
- (2) Otherwise, employees will be afforded a minimum of one return trip from the project to the work centre or depot and return every four weeks where the project is outside a radius of 300 km of the employee's work centre or depot and fortnightly where the project is situated between 100 km and 300 km from the employee's work centre or depot.

### **8.2 Safe Storage of Employees' Vehicles**

- (1) This provision applies in situations where employees are required by TMR to be transported to a camp or accommodation facility in TMR vehicles for a period in excess of three days and leave their private vehicles unattended at a TMR location, outside of the employees' usual place of residence.
- (2) The following minimum storage standards will apply:
  - (a) secure compound area (for example, a fenced depot yard); and
  - (b) solid overhead cover (for example, a shed or carport type roof).
- (3) This provision does not apply to any vehicle available to TMR on a hire basis.

### **8.3 Relocation Arrangements**

- (1) Relocation expenses shall be payable to employees who agree to transfer between depots, workshops, and laboratories or work sites, except where transfer expenses are payable in accordance with the Directive relating to transfer and appointment expenses.
- (2) Where there is a substantial reduction in the work available for employees based at a particular depot, workshop, laboratory or work site, and by agreement of the relevant human resource management delegate, an employee may elect to transfer to another depot or work site where the available work exceeds the capacity of the existing size of the workforce at that depot, workshop, laboratory or work site. Where practicable, the relevant human resource management delegate shall provide the employee with a period of at least one month notice prior to the employee being asked to agree to the proposed transfer.
- (3) Where an agreed transfer reasonably requires the employee to relocate their place of residence to a different town or city from where they previously resided, a relocation package will be provided as follows:
  - (a) fares for the employee, their spouse and family or mileage as per the entitlements prescribed in the Directive relating to motor vehicle allowances, and meals en route for the employee, spouse and family as per the entitlements prescribed in the Directive relating to domestic travelling and relieving expenses; and
  - (b) travelling time for the employee on full pay (based on 500 kilometres per day); and
  - (c) removal of personal effects on a case-by-case basis (that is, according to the specific needs of individuals); and

- (d) temporary accommodation for the employee, spouse and family at an approved hotel or motel for a maximum of one month.

(Note: These arrangements are in addition to the payment of Real Estate Commission Reimbursement in accordance with clause 8.9 of this Agreement.)

**8.4 Where Employees are Prevented, due to the Occurrence of Natural Disasters, from Returning Home from Working in Remote Areas**

Special consideration may be given to the granting of paid leave in accordance with the Directive relating to special leave in recognition of time spent delayed from returning home. This is applicable to employees working in remote areas where due to natural disasters, including severe weather conditions such as floods, employees are prevented from returning home.

**8.5 Commencing Work at Job Site (Depot-Based Employees)**

- (1) Employees who are normally engaged or normally report for work at a depot, workshop or laboratory, may be required to report directly to an alternative job site.
- (2) Where employees are required to report directly to an alternative job site, any travel time in excess of the normal travel time between the employee's home and their usual depot, workshop or laboratory shall be paid for at ordinary rates.
- (3) Employees who are required to use their own motor vehicle or motorcycle to travel directly to an alternative job site shall be paid the appropriate kilometre allowance as prescribed in the applicable Award for that part of the trip that exceeds the distance between the employee's home and their usual depot, workshop or laboratory.
- (4) Guidelines on *Commencing Work at an Alternative Job Site* are attached at Appendix 4 of this Agreement and address issues such as reimbursement of additional costs and any special site arrangements required (for example, car parking).
- (5) Where agreement to report to an alternate job site is not reached, TMR may implement a working from alternate job site arrangement after consultation with the local official or officials of the unions.

**8.6 Radial Allowance**

A radial allowance will be paid to the employees covered by the General Employees Award who are designated as radial based and are required to report for duty at a site other than their home depot. Such allowances are not all purpose allowances.

	As from 1 July 2022	As from 1 July 2023	As from 1 July 2024
Radial allowance	\$27.20	\$28.30	\$29.20

**8.7 Incidental Allowance**

General employees who, as part of their work, are required to stay overnight away from their permanent place of residence shall be paid a per night incidental allowance at the rate prescribed in the table below. This is provided that such employees are not in receipt of an incidental allowance by way of Award entitlement.

	As from 1 July 2022	As from 1 July 2023	As from 1 July 2024
Incidental allowance	\$21.60	\$22.50	\$23.20

**8.8 Caravan Allowance**

General employees who, as part of their work, are required to stay away from their permanent place of residence and elect to reside in their caravan shall be paid a per week caravan allowance at the rates prescribed in the table below or a per caravan allowance day for periods of less than one week.



	As from 1 July 2022	As from 1 July 2023	As from 1 July 2024
Per week	\$64.50	\$67.10	\$69.10
Per day	\$12.90	\$13.40	\$13.80

## 8.9 Real Estate Commission Reimbursement

- (1) Real estate commission reimbursement is a standard reimbursement available under the directive relating to transfer and appointment expenses to those employees who are transferred/appointed from one centre to another.
- (2) An employee who sells a principal residence or land at a former centre and purchases at a new centre a residence to be occupied by the employee, or land for the specific purpose of erecting a principal residence shall be refunded actual real estate commission paid to an agent up to the following limits:

	As from 1 July 2022	As from 1 July 2023	As from 1 July 2024
<b>Residence</b>	\$5,388.00	\$5,603.60	\$5,771.70
<b>Land</b>	\$2,693.80	\$2,801.60	\$2,885.60

- (3) An employee is entitled to the payment of the above enhanced values associated with the sale or purchase of residence or land on transfer from one centre to another under the conditions specified below:
  - (a) the employee must have sold a principal residence or land at the former centre (centre is defined as a location to which an employee has been appointed), which need not be the centre where the employee was located immediately prior to the transfer to the new centre (for example, if temporarily performing work at an alternative centre immediately prior to the transfer);
  - (b) the principal residence or land owned at the former centre must be sold within two years of transfer to the new centre;
  - (c) the principal residence at the former centre may be tenanted while the employee occupies official or rented accommodation as a result of subsequent transfers;
  - (d) the employee must purchase and occupy the residence at the new centre or, in the case of land, purchase at the new centre and sign a contract to erect a principal residence on that land within two years of arrival at the centre;
  - (e) the residence purchased or erected at the new centre must not be tenanted between purchase and occupancy;
  - (f) the transfer must not be one within the same city area;
  - (g) an employee transferred back to a former centre may be refunded expenses for the sale and purchase of a residence or land at that centre, provided that sale of the residence or land took place prior to the date of the current transfer; and
  - (h) the application of the two-year periods in this clause shall not take into account any time appointed to a rural and remote centres, namely, the centres of: Cloncurry, Roma, Barcardine and Emerald. This sub-clause is effective for transfers from rural and remote areas from the date of certification of this Agreement.

*Example: An employee may transfer from Brisbane to Cloncurry for 3 years and then transfer to Mackay. The residence in Brisbane is then sold. The employee keeps all the documentation and receipts of the transaction. The employee then serves 3 years at Cloncurry in departmental subsidised housing. Upon transfer to Mackay the employee buys a residence within 2 years and is entitled to the refund of actual fees of the sale of the Brisbane residence up to the limits contained in this clause.*

*(NB. The relevant human resource management delegate has the discretion upon application by an employee to approve the refunding of commission fees paid on the sale of property, to the employee at the time of sale. Therefore the refund of fees paid by the employee is not withheld until the employee buys a property at the new centre.)*

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training**

- (1) The parties to this Agreement recognise an ongoing commitment to training and development through a variety of modes including on the job training, accredited courses and professional development programs.
- (2) It is acknowledged that employees should be encouraged to develop required skills and knowledge to support service delivery objectives in an environment where greater focus should be placed on strategies to attract, retain and develop employees with critical skills and abilities.
- (3) To achieve the desired levels of knowledge and skills there should be an emphasis upon building capability around key occupations through career development, job design, performance development, and workforce planning. The objective of this approach is to improve workforce capability and TMR's service delivery while enhancing job satisfaction and employees' professional growth.
- (4) TMR recognises the role performed by relief staff and commits to providing training applicable to the work areas they cover.
- (5) Training and assessment of competencies will be provided in accordance with the Public Services Training Package or other accredited programs relevant to TMR's needs.
- (6) The parties recognise the importance of the provision of accredited training packages for front-line service delivery positions within the Queensland public sector in ensuring the provision of quality services to the Queensland community.
- (7) The parties recognise the specialist role performed by Senior Network Officers in the field. In recognition of the specialist nature of the role, TMR commits to providing relevant emergency management and evacuation training at appropriate intervals.

### **9.2 Recognition of Accredited Qualifications**

- (1) Commitment
  - (a) The parties are committed to the principle that suitable financial recompense will be provided for public sector employees in the classifications specified below who meet the following requirements:
    - (i) hold an accredited qualification at the AQF level specified or higher achieved through training and assessment of competencies (including recognition of current competencies);
    - (ii) have reached the maximum paypoint of the specified classification level in the Administration Stream or the Operational Stream; and
    - (iii) have spent one calendar year on the maximum paypoint (or, in the case of permanent part-time employees, have spent one calendar year and worked 1200 hours at the maximum paypoint).
  - (b) The parties acknowledge that eligible employees should receive recognition and credit for their knowledge and skills through the recognition of current competencies or the recognition of prior learning. This assessment of competencies may include skills from:
    - (i) work experience (including both work that is paid and unpaid);

- (ii) life experience (for example leisure pursuits or voluntary work); and
  - (iii) previous study (including training programs at work, courses at school or college, and through adult education classes).
- (2) Appropriate Remuneration
- (a) The following remuneration shall be paid for employees who meet the requirements set out in clause 9.2 herein of this Agreement.

<b>Qualification level</b>	<b>Classification level</b>	<b>\$ per fortnight</b>
Certificate III (AQF III)	OO2	\$20.00
Certificate IV (AQF IV)	AO2/OO3	\$41.50
Diploma (AQF V)	AO3/OO4/OO5	\$42.80
Advanced Diploma (AQF VI)	AO4/OO6	\$44.60

- (b) The parties agree that the DCC will continue to oversee the management and implementation of the agreed training agenda.

### **9.3 Entry Pathways Programs**

- (1) TMR recognises the value of 'growing its own' capability through the employment of graduates, cadets, apprentices, trainees and external scholarship holders.
- (2) Subject to business needs, TMR will continue to expand this employment program with a targeted focus on those skills and key occupational groups necessary to build capability for delivery of TMR's roads program.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY AND AMENITIES**

### **10.1 Purpose and Scope**

- (1) Part 10 of this Agreement prescribes guidelines on provision of amenities necessary to ensure a safe and healthy working environment for all employees in TMR workplaces. The relevant provisions for this Part are to be applied, as appropriate, to all TMR workplaces including construction sites, maintenance work, depots, offices, workshops and laboratories.
- (2) Workplace amenities are an important component of a safe and healthy workplace. Amenities, depending on the type of workplace and the work, may include:
- (a) toilets;
  - (b) hand washing facilities;
  - (c) drinking water;
  - (d) dining facilities;
  - (e) dressing rooms;
  - (f) showers;
  - (g) first aid;
  - (h) lighting;
  - (i) ventilation;
  - (j) work areas and airspace; and

(k) shade.

- (3) All workplaces must provide and maintain adequate amenities in a hygienic, safe and serviceable condition, and ensure that there is a system in place for inspecting and cleaning the amenity. The inspection of amenities should be included in regular workplace inspections. An amenity must be at a location reasonably convenient to the employee and the employee's use of the amenity must not be unreasonably restricted. All TMR workplaces will be provided with amenities as outlined at clauses 10.2, 10.3 and 10.4 of this Agreement.

## **10.2 Amenities Standards - Construction Sites**

- (1) A toilet must be provided, within the site boundaries, prior to work commencing. There will be at least one toilet per 15 employees. If there is no sewerage or septic connection, it may be a portable toilet.
- (2) An area for eating meals will be provided with adequate seating and facilities for washing utensils, boiling water and food storage.
- (3) Water and washing agent will be provided for washing of the person and potable, cool drinking water will be available. Supply of drinking water is important in minimising the risk of heat related illnesses. In this regard, refer to TMR's *Working in extreme environments or conditions* procedure.
- (4) First aid equipment must be provided that is accessible for all employees. To decide on the most appropriate equipment, a risk assessment should be conducted taking into account the type of work, location of work and number of employees.
- (5) Adequate shade shall be provided for rest breaks and also where possible for carrying out work. The preferred option should be a portable structure. Refer to TMR's *Working in extreme environments or conditions* procedure.
- (6) Additional amenities may be required depending on the type of work, for example, showers and dressing rooms where employees are exposed to contaminants. These will be provided on the basis of a site specific risk assessment.

## **10.3 Amenities Standards - Other Outdoor Workplaces**

- (1) Other outdoor workplaces include all outdoor work areas such as road and bridge maintenance, survey work, soil testing, and line marking, but does not include construction sites, which are detailed at clause 10.2 of this Agreement - *Amenities Standards – Construction sites*.
- (2) For maintenance work a toilet must be reasonably available, and if outside the work site, transport must be provided to access the toilet.
- (3) A sheltered area for eating meals or taking breaks will be provided within a reasonable distance and transport provided to access the area.
- (4) Water and cleaning agent will be provided for washing hands. Potable cool drinking water will be available and provision made that employees do not have to share drinking containers. This may be the same water supply.
- (5) First aid equipment must be provided that is accessible for all employees. To decide on the most appropriate equipment, a risk assessment should be conducted taking into account the type of work, location of work and number of employees.
- (6) Adequate shade shall be provided for rest breaks and also, where possible for carrying out work. The preferred option should be a portable structure. Refer to TMR's *Working in extreme environments and conditions* procedure.
- (7) Additional amenities may be required depending on the type of work, for example, showers and dressing rooms where workers are exposed to contaminants. These will be provided on the basis of a site specific risk assessment.

#### **10.4 Amenities Standards - Buildings Including Depots, Offices, Workshops and Laboratories**

All buildings must include the following amenities:

- (1) A toilet and wash basin must be provided in sufficient quantities for the number of employees.
- (2) Dining facilities will be provided that include a sink, hot and cold water, fridge and food storage cupboard. If employees cannot eat in their work area, tables will be provided.
- (3) Where employees need to change their clothes at work because of the type of work they carry out, dressing rooms will be provided. Lockers should also be provided.
- (4) Water and cleaning agent will be provided for washing. Potable, cool, drinking water will be available.
- (5) Showers are required if the employees will be placed at a health and safety risk because of the work they do, if they do not shower at work.
- (6) Adequate lighting from natural and/or artificial sources must be provided to ensure healthy working conditions appropriate to the nature of the work, the location of the work and the times at which the work is performed.
- (7) A space in the building used by a worker must be provided with means of ventilation.
- (8) Adequate work areas and air space must be made reasonably available to allow suitable standards of health and safety for the employees.
- (9) First aid equipment must be provided that is accessible for all workers. To decide on the most appropriate equipment, a risk assessment should be conducted taking into account the type of work, location of work and number of employees.

### **PART 11 - AGREEMENT COMPLIANCE AND UNION RELATED MATTERS**

#### **11.1 International Labour Organization (ILO) Conventions**

TMR recognises its obligations to give effect to international labour standards including freedom of association, employees' representatives, collective bargaining and equality of opportunity for all public sector employees.

#### **11.2 Collective Industrial Relations**

- (1) TMR acknowledges that structured, collective industrial relations will continue as a fundamental principle of this Agreement. The principle recognises the important role of unions and the traditional high levels of membership amongst employees of TMR. It supports constructive relations between TMR and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- (2) TMR recognises that membership of unions and coverage issues are determined by the provisions of the IR Act and any determinations of the QIRC.
- (3) TMR is committed to collective agreements and will not support non-union agreements.
- (4) Subject to meeting the requirements of the IR Act, TMR will agree to support the 'rolling up' of certified agreement wage rates into the relevant awards.

#### **11.3 Union Encouragement**

- (1) TMR recognises the right of individual employees to join an union and will encourage that membership. This is consistent with the Queensland Government's *Union Encouragement Policy*, that encourages employees to join and maintain financial membership of unions. However, it is also recognised that membership in unions remain at the discretion of individual employees.
- (2) An application for membership of unions and information on the relevant unions will be provided to all employees at the point of engagement.

- (3) Information on the relevant unions will be included in induction materials.
- (4) Representative(s) of unions will be provided with the opportunity to discuss membership in unions with new employees.
- (5) Where requested by the relevant unions, TMR will provide payroll deduction facilities for subscriptions to relevant union which the employee is a member of.
- (6) TMR will provide relevant unions with complete lists of new starters to the workplace on a quarterly basis, unless agreed between the TMR and the relevant unions to be on a more regular basis. This information will consist of the new starter's name, job title, award, employment status (permanent/temporary/casual), work email, work location and floor and phone numbers (where available). This information is to be provided electronically.
- (7) TMR will also be required, where requested in writing, to provide relevant unions with a listing of current staff comprising name, job title, work email and work location (including floor level where possible). This information shall be supplied on a quarterly basis, unless agreed otherwise between TMR and the relevant unions. The listing will provide the total number of employees, the number of employees by appointment type (permanent, temporary and casual) and their stream allocation. The provision of all staff information to relevant unions shall be consistent with the principles outlined at section 350 of the IR Act. This information is to be provided electronically.

#### **11.4 Workplace Consultation**

- (1) The parties agree that genuine workplace consultation is an inherent feature of this Agreement. It has been agreed that two compulsory workplace consultation meetings shall be held in each calendar year. Attendance at these meetings shall be mandatory for all employees. Wherever possible, the venue for the meetings shall be the designated depot in each regional area.
- (2) Representatives (officials or delegates) of unions shall be invited to these consultative meetings to address employees on various issues, including:
  - (a) discuss membership of unions with employees; and
  - (b) discuss other relevant matters with employees as a means of communicating on issues affecting unions.
- (3) In November of each year, a calendar of consultation meetings for the following twelve month period shall be developed by TMR, in consultation with unions.
- (4) The parties recognise that changes will occur in the workplace during the life of this Agreement, and agree that work practices and arrangements may be varied subject to:
  - (a) consultation with affected employees and the relevant unions and agreement of the majority of affected employees before any significant workplace change is implemented;
  - (b) information relating to workplace change being given to employees;
  - (c) parties not unreasonably withholding agreement. However, where agreement cannot be reached, the parties may access the disputes process outlined in clause 3.2 of this Agreement - *Disputes Avoidance and Settlement Procedures*; and
  - (d) if necessary, arbitration by the QIRC.
- (5) Where a change is proposed that impacts the services provided by Customer Service Centres, TMR will, where possible, provide affected employees with two weeks notification prior to the introduction of the change.

#### **11.5 Union Delegates**

- (1) TMR acknowledges the constructive role that democratically elected delegates of unions undertake in the workplace in relation to the activities of those organisations that support and assist members. That role will continue to be formally recognised, accepted and supported.
- (2) TMR employees will continue to be given full access to delegates/officials of unions during working hours to discuss any employment matter or seek advice from those organisations, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (3) Provided that service delivery and work requirements are not unduly affected, union delegates will continue to be provided convenient access to facilities for the purpose of undertaking the activities of unions. Such facilities include telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that the relevant human resource management delegate and union delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (4) Subject to the relevant employee's written approval and any confidentiality provisions, union delegates may request access to documents and policies related to a member's employment.

### **11.6 Industrial Relations Education Leave**

- (1) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (2) Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the relevant human resource management delegate.
- (3) Educational leave, over and above five working days non-cumulative (or the equivalent hours) in any one calendar year, may be granted where approved structured employees' training courses involve more than five working days (or the equivalent). Such leave will be subject to consultation between the relevant human resource management delegate, the relevant union and the employee.
- (4) Upon request and subject to approval by the relevant human resource management delegate, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences and Australian Council of Trade Unions (ACTU) congress.
- (5) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of TMR. At the same time such leave shall not be unreasonably refused.
- (6) At the discretion of the relevant human resource management delegate of TMR, employees may be granted special leave without pay to undertake work with their unions. Such leave will be in accordance with the Directive about special leave.

## **PART 12 – WORKPLACE INITIATIVES**

### **12.1 Workplace Bullying, Harassment and Client Aggression**

- (1) The parties recognise that workplace bullying and harassment is a serious issue which is not acceptable and must be eliminated.
- (2) The parties recognise that client aggression is a workplace health and safety issue affecting some public sector workplaces and agree that violence and aggression by clients towards employees is not acceptable.
- (3) TMR recognises that Senior Network Officers and Busway Safety Officers face particular challenges in their roles and as such TMR commits to providing appropriate support, counselling and debriefing services to employees.

### **12.2 Climate Change**

The parties acknowledge that responding to the risks of climate change is one of the most critical challenges presently facing employers and employees alike. TMR recognises that employees play an important and necessary role in implementing any sustainability measures in the workplace and as such, a holistic approach represents the best way to achieve the government's sustainability objectives.

### **12.3 Balancing Work/Life and Family**

- (1) TMR recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities. It is committed to helping managers and employees establish workplace practices that improve work-life balance, and has introduced a variety of initiatives on work and family.
- (2) The parties recognise that implementing work/life balance initiatives will enable TMR to continue providing effective service delivery to the Queensland public.
- (3) TMR is committed to improving the uptake of existing work-life balance policies across TMR in order to realise the potential of work/life balance as a tool to improve the attraction and retention of employees and subsequently productivity.
- (4) TMR agrees to actively educate and provide practical tools for managers and employees to implement work-life balance policies and flexible work practices for employees in order to develop an organisational culture that support work/life balance.
- (5) Workplace arrangements supported by TMR to assist employees in balancing work, family and lifestyle responsibilities include (but are not limited to):
  - (a) leave arrangements - for example, carer's leave, study/training leave, career breaks, cultural leave, flexible access to long service leave, purchased leave;
  - (b) policies relevant to parenting and pregnancy - for example, paid/unpaid parental leave, pre-natal leave, surrogacy leave, adoption leave, spousal leave, breastfeeding facilities, lactation breaks;
  - (c) flexible working arrangements - for example, telecommuting, job sharing, flexible hours of work or RDO arrangements, transition to retirement arrangements, compressed working weeks, averaging ordinary hours; and
  - (d) additional work provisions - for example, employee services, health programs, exercise facilities, relocation assistance.
- (6) TMR will monitor the implementation and uptake of work-life balance policies across the workforce in consultation through the DCC.
- (7) The parties agree that requests by employees to access provisions contained within work/life balance policies must not be unreasonably refused.

### **12.4 Workload Management**

- (1) TMR is committed to working with its employees and unions to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices. Therefore, TMR will ensure safe work environments are not compromised, and TMR's responsibilities under legislation including duty of care to all employees are complied with.
- (2) TMR recognises that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or TOIL.
- (3) TMR will consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery-of-government changes. The relevant human resource management delegate should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.



- (4) TMR has implemented and remains committed to the whole-of-government workload management tool.
- (5) In addition, the parties agree that the DCC will deal with the issue of workload management. The activities of the DCC in the area of workload management should include, but not be limited to, the following:
  - (a) To undertake research on local workload management issues.
  - (b) To address specific workload issues referred by employees of work units, union officials and/or management.
  - (c) To develop expedient processes for referral of workload issues to the DCC.
  - (d) Based on research, develop strategies to improve immediate and long-term workload issues.
  - (e) To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee.
  - (f) To consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery-of-government changes, and make recommendations to affected workgroups on the management of potential workload issues where appropriate.
  - (g) To address issues associated with backfilling and absence of employees.

#### **12.5 Domestic and Family Violence Training for Managers**

- (1) The parties recognise that domestic and family violence issues can adversely impact the lives of TMR employees including whilst at work.
- (2) Further the parties recognise the crucial role performed by managers in providing support and appropriate management strategies when working with employees effected by domestic and family violence.
- (3) To maximise the effectiveness of managerial support TMR commits to providing managers with training and development to build management competencies.

#### **12.6 Mental Health Training for Managers**

- (1) The parties recognise that mental health issues can adversely impact the lives of TMR employees including whilst at work.
- (2) Further the parties recognise the crucial role performed by managers in providing support and appropriate management strategies when working with employees effected by mental health issues.
- (3) To maximise the effectiveness of managerial support TMR commits to providing managers with training and development to build management competencies.

#### **12.7 Digital Technologies and Mobility**

- (1) The parties recognise that the nature of work will change radically over the next thirty years as a consequence of advancements in digital technology, artificial intelligence and robotics.
- (2) The parties recognise that the nature and timing of these changes cannot be accurately forecast at this stage.
- (3) The parties recognise that adopting and adapting new technologies can provide better jobs, create employee mobility and better services to the community.

- (4) TMR recognises that engaging with employees and unions about possible future of work within TMR will provide workers a better opportunity to influence and improve how such technologies are adopted and adapted. It is recognised that consultative forums can also consider opportunities proposed by unions for adoption or adaption of current technologies.
- (5) The parties agree that this consultation on the future of work does not fall within the specific industrial requirements for consultation on organisational change until a specific proposal is developed by TMR for introduction.
- (6) The parties agree that the nature of job design and structure is likely to be impacted by the introduction of new technologies and should be considered as part of the consideration of any proposals.
- (7) The parties recognise the importance of employment security for employees is a vital pre-condition of consideration and consultation around the introduction of digital technology, artificial intelligence and robotics.

**APPENDIX 1 - Pay Rates**

General Employees Award and Public Service Award

**A1.1 Administrative Officer Stream - Fortnightly Rates**

Classification		Base Pay at 30/6/2022	Column A	Column B	Column C
			1/07/2022 30/06/2023 to	1/07/2023 30/06/2024 to	1/07/2024 30/06/2025 to
AO1	1	\$1,636.10	\$1,701.50	\$1,769.60	\$1,822.70
	2	\$1,726.10	\$1,795.10	\$1,866.90	\$1,923.00
	3	\$1,815.70	\$1,888.30	\$1,963.90	\$2,022.80
AO2	1	\$2,019.50	\$2,100.30	\$2,184.30	\$2,249.80
	2	\$2,066.20	\$2,148.80	\$2,234.80	\$2,301.80
	3	\$2,114.10	\$2,198.70	\$2,286.60	\$2,355.20
	4	\$2,162.30	\$2,248.80	\$2,338.70	\$2,408.90
	5	\$2,211.60	\$2,300.10	\$2,392.10	\$2,463.80
	6	\$2,263.50	\$2,354.00	\$2,448.20	\$2,521.60
	7	\$2,321.90	\$2,414.80	\$2,511.40	\$2,586.70
	8	\$2,386.20	\$2,481.60	\$2,580.90	\$2,658.30
AO3	1	\$2,550.50	\$2,652.50	\$2,758.60	\$2,841.40
	2	\$2,648.70	\$2,754.60	\$2,864.80	\$2,950.80
	3	\$2,746.80	\$2,856.70	\$2,970.90	\$3,060.10
	4	\$2,843.90	\$2,957.70	\$3,076.00	\$3,168.20
AO4	1	\$3,015.60	\$3,136.20	\$3,261.70	\$3,359.50
	2	\$3,115.30	\$3,239.90	\$3,369.50	\$3,470.60
	3	\$3,215.40	\$3,344.00	\$3,477.80	\$3,582.10
	4	\$3,316.10	\$3,448.70	\$3,586.70	\$3,694.30
AO5	1	\$3,494.80	\$3,634.60	\$3,780.00	\$3,893.40
	2	\$3,596.10	\$3,739.90	\$3,889.50	\$4,006.20
	3	\$3,697.20	\$3,845.10	\$3,998.90	\$4,118.90
	4	\$3,798.50	\$3,950.40	\$4,108.50	\$4,231.70
AO6	1	\$4,009.60	\$4,170.00	\$4,336.80	\$4,466.90
	2	\$4,103.50	\$4,267.60	\$4,438.30	\$4,571.50
	3	\$4,197.10	\$4,365.00	\$4,539.60	\$4,675.80
	4	\$4,290.00	\$4,461.60	\$4,640.10	\$4,779.30
AO7	1	\$4,486.80	\$4,666.30	\$4,852.90	\$4,998.50
	2	\$4,595.00	\$4,778.80	\$4,970.00	\$5,119.10
	3	\$4,703.10	\$4,891.20	\$5,086.90	\$5,239.50
	4	\$4,811.00	\$5,003.40	\$5,203.60	\$5,359.70
AO8	1	\$4,970.90	\$5,169.70	\$5,376.50	\$5,537.80
	2	\$5,067.20	\$5,269.90	\$5,480.70	\$5,645.10
	3	\$5,161.80	\$5,368.30	\$5,583.00	\$5,750.50
	4	\$5,257.60	\$5,467.90	\$5,686.60	\$5,857.20

**General Employees Award and Public Service Award**

**A1.2 Operational Officer Stream - Fortnightly Rates**

Classification		Base Pay at 30/6/2022	Column A	Column B	Column C
			1/07/2022 30/06/2023 to	1/07/2023 30/06/2024 to	1/07/2024 30/06/2025 to
OO1	1	\$1,463.70	\$1,522.20	\$1,583.10	\$1,630.60
OO1	2	\$1,568.60	\$1,631.30	\$1,696.60	\$1,747.50
OO1	3	\$1,674.20	\$1,741.20	\$1,810.80	\$1,865.10
OO1 – Age 21	4	\$1,779.40	\$1,850.60	\$1,924.60	\$1,982.30
OO1	5	\$1,884.70	\$1,960.10	\$2,038.50	\$2,099.60
OO1	6	\$1,990.60	\$2,070.20	\$2,153.00	\$2,217.60
OO2	1	\$2,019.50	\$2,100.30	\$2,184.30	\$2,249.80
OO2	2	\$2,068.70	\$2,151.40	\$2,237.50	\$2,304.60
OO2	3	\$2,119.00	\$2,203.80	\$2,291.90	\$2,360.70
OO2	4	\$2,169.20	\$2,256.00	\$2,346.20	\$2,416.60
OO3	1	\$2,199.80	\$2,287.80	\$2,379.30	\$2,450.70
OO3	2	\$2,240.30	\$2,329.90	\$2,423.10	\$2,495.80
OO3	3	\$2,285.80	\$2,377.20	\$2,472.30	\$2,546.50
OO3	4	\$2,333.50	\$2,426.80	\$2,523.90	\$2,599.60
OO4	1	\$2,432.20	\$2,529.50	\$2,630.70	\$2,709.60
OO4	2	\$2,511.70	\$2,612.20	\$2,716.70	\$2,798.20
OO4	3	\$2,591.60	\$2,695.30	\$2,803.10	\$2,887.20
OO4	4	\$2,670.50	\$2,777.30	\$2,888.40	\$2,975.10
OO5	1	\$2,740.90	\$2,850.50	\$2,964.60	\$3,053.50
OO5	2	\$2,832.30	\$2,945.60	\$3,063.40	\$3,155.30
OO5	3	\$2,924.00	\$3,041.00	\$3,162.60	\$3,257.50
OO5	4	\$3,015.60	\$3,136.20	\$3,261.70	\$3,359.50
OO6	1	\$3,148.20	\$3,274.10	\$3,405.10	\$3,507.20
OO6	2	\$3,232.40	\$3,361.70	\$3,496.20	\$3,601.00
OO6	3	\$3,316.10	\$3,448.70	\$3,586.70	\$3,694.30
OO7	1	\$3,475.60	\$3,614.60	\$3,759.20	\$3,872.00
OO7	2	\$3,561.00	\$3,703.40	\$3,851.60	\$3,967.10
OO7	3	\$3,646.00	\$3,791.80	\$3,943.50	\$4,061.80

**Public Service Award**  
**A1.3 Technical Officer Stream - Fortnightly Rates**

Classification		Base Pay at 30/6/2022	Column A	Column B	Column C
			1/07/2022 30/06/2023	to	1/07/2023 30/06/2024
TO1	1	\$1,671.40	\$1,738.30	\$1,807.80	\$1,862.00
TO1	2	\$1,813.00	\$1,885.50	\$1,960.90	\$2,019.80
TO1	3	\$1,954.70	\$2,032.90	\$2,114.20	\$2,177.60
TO1 Age 21	4	\$2,096.50	\$2,180.40	\$2,267.60	\$2,335.60
TO1	5	\$2,175.80	\$2,262.80	\$2,353.30	\$2,423.90
TO1	6	\$2,258.40	\$2,348.70	\$2,442.70	\$2,516.00
TO1	7	\$2,357.00	\$2,451.30	\$2,549.30	\$2,625.80
TO2	1	\$2,396.50	\$2,492.40	\$2,592.10	\$2,669.80
TO2	2	\$2,485.20	\$2,584.60	\$2,688.00	\$2,768.60
TO2	3	\$2,574.60	\$2,677.60	\$2,784.70	\$2,868.20
TO2	4	\$2,664.70	\$2,771.30	\$2,882.10	\$2,968.60
TO2	5	\$2,754.50	\$2,864.70	\$2,979.30	\$3,068.60
TO2	6	\$2,843.90	\$2,957.70	\$3,076.00	\$3,168.20
TO3	1	\$3,015.60	\$3,136.20	\$3,261.70	\$3,359.50
TO3	2	\$3,097.90	\$3,221.80	\$3,350.70	\$3,451.20
TO3	3	\$3,179.00	\$3,306.20	\$3,438.40	\$3,541.60
TO3	4	\$3,260.90	\$3,391.30	\$3,527.00	\$3,632.80
TO4	1	\$3,425.10	\$3,562.10	\$3,704.60	\$3,815.70
TO4	2	\$3,535.90	\$3,677.30	\$3,824.40	\$3,939.20
TO4	3	\$3,646.00	\$3,791.80	\$3,943.50	\$4,061.80
TO5	1	\$3,798.50	\$3,950.40	\$4,108.50	\$4,231.70
TO5	2	\$3,910.70	\$4,067.10	\$4,229.80	\$4,356.70
TO5	3	\$4,023.40	\$4,184.30	\$4,351.70	\$4,482.30
TO5	4	\$4,136.10	\$4,301.50	\$4,473.60	\$4,607.80
TO6	1	\$4,270.60	\$4,441.40	\$4,619.10	\$4,757.70
TO6	2	\$4,379.00	\$4,554.20	\$4,736.30	\$4,878.40
TO6	3	\$4,486.80	\$4,666.30	\$4,852.90	\$4,998.50

**Public Service Award**

**A1.4 Professional Officer Stream - Fortnightly Rates**

			<b>Column A</b>	<b>Column B</b>	<b>Column C</b>
<b>Classification</b>		<b>Base Pay at 30/6/2022</b>	<b>1/07/2022 to 30/06/2023</b>	<b>1/07/2023 to 30/06/2024</b>	<b>1/07/2024 to 30/06/2025</b>
PO1	1	\$1,671.40	\$1,738.30	\$1,807.80	\$1,862.00
PO1	2	\$1,813.00	\$1,885.50	\$1,960.90	\$2,019.80
PO1	3	\$1,954.70	\$2,032.90	\$2,114.20	\$2,177.60
PO1 Age 21	4	\$2,096.50	\$2,180.40	\$2,267.60	\$2,335.60
PO1	5	\$2,175.80	\$2,262.80	\$2,353.30	\$2,423.90
PO1	6	\$2,258.40	\$2,348.70	\$2,442.70	\$2,516.00
PO1	7	\$2,357.00	\$2,451.30	\$2,549.30	\$2,625.80
PO2	1	\$2,547.40	\$2,649.30	\$2,755.30	\$2,837.90
PO2	2	\$2,690.50	\$2,798.10	\$2,910.00	\$2,997.30
PO2	3	\$2,833.00	\$2,946.30	\$3,064.20	\$3,156.10
PO2	4	\$2,975.90	\$3,094.90	\$3,218.70	\$3,315.30
PO2	5	\$3,119.10	\$3,243.90	\$3,373.60	\$3,474.80
PO2	6	\$3,260.90	\$3,391.30	\$3,527.00	\$3,632.80
PO3	1	\$3,425.10	\$3,562.10	\$3,704.60	\$3,815.70
PO3	2	\$3,530.20	\$3,671.40	\$3,818.30	\$3,932.80
PO3	3	\$3,635.20	\$3,780.60	\$3,931.80	\$4,049.80
PO3	4	\$3,740.50	\$3,890.10	\$4,045.70	\$4,167.10
PO4	1	\$3,982.20	\$4,141.50	\$4,307.10	\$4,436.40
PO4	2	\$4,084.90	\$4,248.30	\$4,418.20	\$4,550.80
PO4	3	\$4,187.20	\$4,354.70	\$4,528.90	\$4,664.70
PO4	4	\$4,290.00	\$4,461.60	\$4,640.10	\$4,779.30
PO5	1	\$4,486.80	\$4,666.30	\$4,852.90	\$4,998.50
PO5	2	\$4,595.00	\$4,778.80	\$4,970.00	\$5,119.10
PO5	3	\$4,703.10	\$4,891.20	\$5,086.90	\$5,239.50
PO5	4	\$4,811.00	\$5,003.40	\$5,203.60	\$5,359.70
PO6	1	\$4,970.90	\$5,169.70	\$5,376.50	\$5,537.80
PO6	2	\$5,067.20	\$5,269.90	\$5,480.70	\$5,645.10
PO6	3	\$5,161.80	\$5,368.30	\$5,583.00	\$5,750.50
PO6	4	\$5,257.60	\$5,467.90	\$5,686.60	\$5,857.20

## **APPENDIX 2 - IMD Site Specific Arrangement**

### **A2.1 Application**

- (1) The IMD Alternative Working Arrangement SSA provides allows employees in all team, districts and regions within the Program Delivery and Operations (PDO), RoadTek and Engineering and Technology branches within IMD, who are located at the sites listed in clause A2.1(2) (as amended from time to time), and whose role meets the following criteria, to work the alternative arrangements set out in this Appendix, for the life of the Agreement (unless otherwise determined):
  - (a) are performed on a basis other than in an office or laboratory;
  - (b) are attached to relevant sites/regions;
  - (c) are required to be undertaken in accordance with a work schedule; and
  - (d) where the provisions of accrued time arrangements are not organisationally beneficial.
  
- (2) Sites subject to the IMD Alternative Working Arrangement SSA consist of:
  - (a) PDO Regions
    - (i) Sites within North Queensland region.
    - (ii) Sites within Central Queensland region.
    - (iii) Sites within Downs South West region.
    - (iv) Sites within North Coast & Wide Bay/Burnett region.
    - (v) Sites within Metropolitan region.
    - (vi) Sites within South Coast region.
  
  - (b) RoadTek Operations Units
    - (i) Cairns.
    - (ii) North Queensland.
    - (iii) Mackay.
    - (iv) Central Queensland.
    - (v) Wide Bay.
    - (vii) Downs South West.
    - (viii) Sunshine Coast.
    - (ix) Brisbane.
    - (x) Gold Coast.
  
  - (c) Engineering and Technology
    - (i) Brisbane

### **A2.2 Conditions**

(1) Hours of Work

- (a) It is acknowledged that accrued time arrangements (flexible working hours arrangements) are not suitable for all business areas within IMD that utilise employees predominantly outside of office-based environments/locations. IMD will maintain the practice of implementing work schedules that enable employees to access a RDO per work cycle based upon an average of 36.25 ordinary hours per week.
- (b) Work schedules will be developed that allow additional daily ordinary hours to be performed in order to provide a RDO per work cycle, however the ordinary hours of work performed in a single day are not to exceed 9.5 (exclusive of unpaid meal breaks)
- (c) Subject to the Directive relating to hours, overtime and excess travel and, award related provisions, IMD will further maintain the practice of compensation for hours of work performed outside of work schedules and/or in addition to 36.25 ordinary weekly hours as overtime.
- (d) Nothing in this agreement prohibits the ability for an application for the exclusion of the overtime limitation to be made to the Chief Executive as provided for in the Public Service Award.

(2) Change of hours associated with work schedules

- (a) The hours of work can be changed by agreement of the majority of employees affected by a particular work schedule and the relevant human resources management delegate, provided that agreement shall not be unreasonably withheld; or
- (b) The hours of work can be changed when employees under this SSA commence duties on a new project or work, where associated employees under this or another Agreement are working a different pattern of hours under a SSA pursuant to that agreement.



### **APPENDIX 3 - Locality Allowance Areas**

**A3.1** The Local Authorities as at 1997 were:

- (1) Douglas Shire;
- (2) Cairns City;
- (3) Johnstone Shire;
- (4) Cardwell Shire;
- (5) Hinchinbrook Shire;
- (6) Thuringowa City;
- (7) Townsville City;
- (8) Burdekin Shire;
- (9) Bowen Shire; \*
- (10) Whitsunday Shire;
- (11) Mackay City;
- (12) Mirani Shire;
- (13) Sarina Shire;
- (14) Broadsound Shire; \*
- (15) Livingstone Shire;
- (16) Rockhampton City;
- (17) Fitzroy Shire;
- (18) Gladstone City;
- (19) Calliope Shire; and
- (20) Miriam Vale Shire.

**A3.2** Within the Local government areas of Broadsound and Bowen the “coastal” areas are those including the following:

- (1) Broadsound
  - (a) St Lawrence;
  - (b) Koumala Abbot Point;
  - (c) Carmila; and
  - (d) Westwood.
- (2) Bowen
  - (a) Collinsville;
  - (b) Abbot Point;
  - (c) Bowen;

- (d) Binbee;
- (e) Armuna
- (f) Almoola;
- (g) Scottville;
- (h) Wilmington;
- (i) Guthalungra; and
- (j) Kyburra.

**A3.3** Places for which the additional locality allowance available under this Agreement will be paid include the following:

- (1) Broadsound
  - (a) Middlemount;
  - (b) Norwich Park;
  - (c) Dysart;
  - (d) Saraji; and
  - (e) German Creek.
- (2) Bowen
  - (a) Ravenswood;
  - (b) Birralee;
  - (c) Mt Leyston;
  - (d) Gunjulla; and
  - (e) Mt Coolon.

**A3.4** For any places not listed which are within the local government areas of Broadsound and Bowen, and for which a locality allowance is payable as set out in Directive relating to locality allowances, the chief executive of the TMR has the authority to determine whether the place is inside or outside the 'coastal' area.

**APPENDIX 4 - Guidelines on Commencing Work at Alternative Job Site**

<p><b>Application:</b></p>	<p>Employees who work full-time at a depot, workshop or laboratory, or normally report for work at a depot, workshop or laboratory, may be required to report direct to an alternative job site.</p> <p>Travel time and motor vehicle allowances shall be payable in accordance with clause 8.5 of this Agreement - <i>Commencing Work at a Job Site (Depot-Based Employees)</i>.</p>
<p><b>Consultation:</b></p>	<p>The majority of employees affected and the relevant human resource management delegate should reach mutual agreement as to the use of this provision. However, the relevant human resource management delegate may require use of this provision where agreement is not reached, provided that prior consultation occurs with the local or state official(s) of the relevant unions prior to implementation.</p> <p>Matters that might require consideration when implementing this provision include operational requirements, hardship to employees and the amount of additional costs incurred by employees who claim to be financially disadvantaged.</p>
<p><b>Exemption:</b></p>	<p>An employee may seek exemption from the operation of this provision where they would suffer personal hardship, other than additional costs, as a result of having to travel from home to the job site instead of to their usual place of work. This should be discussed with the employee and manager but a final decision rests with the relevant human resource management delegate.</p> <p>An employee should explore with the relevant human resource management delegate mutually agreed options that will reduce or eliminate hardship.</p>
<p><b>Compensation for financial disadvantage:</b></p>	<p>TMR will compensate an employee for:</p> <ul style="list-style-type: none"> <li>• additional public passenger transport costs incurred; and</li> <li>• additional private motor vehicle/cycle costs, where evidence is provided that the cost of travel under this provision exceeds the usual cost incurred by the employee in travelling from their residence to the workplace to which the employees would usually report.</li> </ul>
<p><b>Resolution of disputes:</b></p>	<p>Disputes regarding the application of this guideline will be resolved through the utilisation of the Agreement's Dispute Settlement Procedure.</p>

## **APPENDIX 5 - Guidelines on the Ability to Engage in Joint Ventures with Local Authorities and Private Contractors**

### **A5.1 Purpose**

These guidelines provide the basis for rectifying any differences in allowances and any differences in conditions of employment (other than base-pay) that do not disadvantage employees when TMR engages in joint ventures with local authorities and private contractors.

### **A5.2 Joint Ventures**

- (1) A joint venture is an arrangement where two or more parties share the work, the risks and the profit/loss in a pre-agreed way to complete a project.
- (2) A written agreement records the terms of the co-operation in a joint venture.

### **A5.3 Reducing Differences in Employment Conditions**

- (1) A detailed consultation process should be conducted by the relevant human resource management delegate of the joint venture partners and with affected TMR employees, to identify areas where common conditions and practices will be needed and the process for implementation of any differences agreed.
- (2) As a minimum, the consultation process should cover:
  - (a) working hours - RDOs, including meal/tea breaks;
  - (b) accommodation;
  - (c) allowances;
  - (d) occupational health and safety standards and facilities; and
  - (e) travel.
- (3) An appropriate official or officials of the relevant unions should be invited to participate in the consultation process.
- (4) This consultation process should be supported by an assessment of the relevant industrial instruments and custom and practice in the joint venture organisations to highlight obvious areas of difference (other than base-pay) which may impede workflows but do not disadvantage TMR employees.
- (5) Where the relevant human resource management delegate and a majority of the employees affected in each joint venture organisation cannot reach agreement on suitable arrangements to alleviate the effects of differences in conditions (other than base-pay), the relevant human resource management delegate may resolve the issue in consultation with the appropriate official or officials of the relevant unions via the DCC.

### **A5.4 Documentation**

- (1) Any additional benefits for TMR employees should be discussed, agreed and documented. A copy 'in confidence' of the documentation should be provided to each affected TMR employee, the appropriate official or officials of the relevant unions and to the DCC.
- (2) The relevant human resource management delegate in TMR should record on TMR's copy of the joint venture agreement, the cost (actual or estimated) of the changes in employees' conditions agreed for TMR employees. Cost is measured in comparison to arrangements that usually apply to the TMR employees participating in the joint venture.
- (3) A copy of the joint venture agreement, including cost impact details, should be held by the relevant human resource management delegate.

## **APPENDIX 6 - Specialist Medical or Dental Treatment**

### **A6.1 Background**

- (1) Clause 5.7 of this Agreement - *Rural and Remote Area Incentive Scheme* - allows for assistance with medical expenses for employees covered by this Agreement who are employed in rural and remote communities. This Appendix is to be read in conjunction with clause 5.7 of this Agreement.
- (2) **Rural and remote communities** are defined as TMR's Central West District, North West District, South West District and Fitzroy District (Emerald only).

### **A6.2 What are the principles for the use of this incentive?**

- (1) Assistance may be provided to employees requiring specialist medical or dental treatment.
- (2) The treatment may be required for eligible employees, their partner and /or dependent children under 21 years of age.
- (3) Assistance may include either special leave as per the Directive relating to special leave, or personal leave provided for in the underpinning awards with available to the employee with pay and travel expenses incurred.
- (4) The amount of assistance provided will be reduced by any reimbursement available through any health insurance fund and any other assistance provided by the State (for example, the Patient Transit Scheme (PTS)).
- (5) The scheme recognises equal opportunity for choice of specialist and timing of treatment as that of employees in major centres.
- (6) Where possible, TMR will encourage use of services within the local area.
- (7) TMR respects the employee's right for continuity of treatment by a specialist and where possible, within the State of Queensland only, will support the employee's right to continue treatment with a particular specialist.

### **A6.3 How is treatment defined?**

Treatment is defined as a specialist medical or dental service which has been referred by a doctor or dentist, including dental treatment without referral in circumstances where dental treatment is not available in the employee's rural and remote community.

### **A6.4 Who is eligible to apply?**

- (1) All permanent full-time and part-time public service employees, and fixed term temporary employees with a contract of 12 months or more.
- (2) Fixed term temporary employees with a contract of less than 12 months duration but who have worked within the region continuously for greater than 12 months.
- (3) Casual employees are not eligible to apply.
- (4) The employee applying for assistance must be able to demonstrate that specialist medical or dental treatment is required for themselves, their partner and/or dependent children.

### **A6.5 What assistance is available?**

- (1) Leave

Special leave with pay is available in accordance with the Directive relating to special leave. A maximum of two days per trip may be claimed, irrespective of the destination. The remainder of the absence may be claimed as either sick or recreation leave.

- (2) Accommodation

- (a) **Hotel/motel:** Actual costs of accommodation during travel/treatment, but excluding hospital accommodation, will be reimbursed up to the maximum prescribed under the Directive relating to domestic travelling and relieving expenses
  - (b) The original tax invoice (or copy where the original has been provided to Queensland Health) must be produced.
  - (c) Consideration may be given to reimbursing accommodation costs for more than one member of the family, depending on the prevailing circumstances. The relevant human resource management delegate approving claims, must assess the reasonableness of each claim.
  - (d) For example, young children in the family may require both parents to travel or one partner may be incapacitated and require the assistance of the other partner.
  - (e) **Private Accommodation:** Actual costs of accommodation during the travel and treatment period, excluding hospital accommodation, will be reimbursed up to the maximum prescribed under the Directive relating to domestic travelling and relieving expenses. Reimbursement will only be made for a single-family member claim when accommodation is obtained from staying with relatives or friends, irrespective of additional family members travelling with the employee.
- (3) Meals
- (a) The actual cost of meals obtained during travel/treatment, but excluding those obtained whilst a hospital inpatient, will be reimbursed up to the maximum prescribed under the Directive about domestic travelling and relieving expenses. The original tax invoices must be produced.
  - (b) Consideration may be given to reimbursing costs for more than one member of the family, depending on the prevailing circumstances. The relevant human resource management delegate approving claims must assess the reasonableness of each claim.
- (4) Travel
- (a) **Bus/rail:** The actual cost may be claimed. The original tax invoice/s must be produced.
  - (b) **Private vehicle:** The kilometre rate applicable where employees chose to use their own private motor vehicle is as detailed in the Directive relating to motor vehicle allowances. The total kilometres must not exceed the return trip total.
  - (c) **Air:** The actual cost for airfares may be claimed. Prior approval must be obtained and supported by written advice from the patient's doctor that air travel is necessary for the patient and any escort. The original tax invoice must be produced.
  - (d) It is an option for TMR to book and pay for travel on behalf of the employee in order to take advantage of discounts available under Standing Offer Arrangements. This is subject to prior approval from relevant human resource management delegate. It is advised that prior to paying for airfares, the employee does not have another entitlement through the PTS. If this is found to be the case the employee is responsible for reimbursement to TMR.
  - (e) Costs of taxis or public transport at the beginning or end of the journey or whilst undergoing treatment will not be reimbursed.

#### **A6.6 What is not included?**

Medical Expenses - Reimbursement will not be made for any medical costs incurred.

#### **A6.7 What is the link with the PTS?**

- (1) It is recognised that assistance under the PTS is only forthcoming when the particular specialist service is not available in the patient's rural and remote communities.

- (2) Assistance with expenses associated with visiting specialist medical or dental practitioners in another location, outside of the employee's rural and remote community is designed to provide employees in rural and remote communities with equal opportunity of choice of specialist and timing of treatment as that of employees in major centres. The assistance is not limited when applying for the PTS.
- (3) Employees must limit TMR's expenses by reducing their claim by whatever refund is available from other sources. The following process will apply to ensure this occurs.

#### **A6.8 What is the process employees need to follow?**

- (1) When obtaining a referral to a specialist from their general practitioner, in the case of dental treatment, the employee and their dentist must ascertain if assistance is available from PTS.
- (2) If assistance is available, the employee must proceed with the PTS process and reduce their claim on TMR by the refund received. The remittance advice from the PTS must be produced.
- (3) If assistance is not available, the employee must include a declaration to this effect with their claim (see Attachment A below).
- (4) If assistance is available from any other source, the employee must reduce their claim on TMR by the refund received. The remittance advice from the health fund, or similar, must be produced.

#### **A6.9 What documentation do employees need to provide?**

Depending on the circumstances, one or more of the following documents will be required to support a claim:

- (1) RRAIS Reimbursement Form (expense claim form).
- (2) Accommodation tax invoice.
- (3) Meals tax invoice.
- (4) Declaration form (assistance not available from another source).
- (5) Copy of medical invoice.
- (6) Bus/rail/air travel tax invoice.
- (7) PTS/health fund remittance advice.

#### **A6.10 Costs**

All costs are to be charged to the cost centre of the claimant.

#### **A6.11 Who has the Delegation to approve applications?**

Approvals are as determined in line with human resource management delegations.

#### **A6.12 What are the related legislation and references?**

- (1) PTS
- (2) Directives relating to:
  - (a) motor vehicle allowance;
  - (b) domestic travelling and relieving expenses;
  - (c) transfer and appointment expenses; and
  - (d) special leave.

#### **A6.13 Declaration**

**Attachment A - Specialist Medical or Dental Treatment**

I,.....  
do solemnly and sincerely declare that for the purpose of obtaining specialist medical or dental treatment on  
...../...../....., the following circumstances apply:

- I am not eligible to receive assistance from the State Patient Transit Scheme;
- I am not eligible to receive assistance from any health insurance fund;
- Applicable State Patient Transit Scheme payments have been deducted from the claim; and
- Applicable health insurance fund payments have been deducted from the claim.

I make this solemn declaration conscientiously believing the same to be true.

CLAIMANT'S SIGNATURE.....

Date:...../...../.....



## APPENDIX 7 - TMR Guidelines for the Management of Temporary Positions as part of the RRAIS

### A7.1 Background

- (1) The retention of current skills is vital to the continuity of service to the local communities supported by TMR rural and remote regions. TMR has implemented guidelines for the management of a pool of temporary positions. This pool will be controlled in line with human resource management delegations as part of the RRAIS as a strategy to retain scarce skills wherever possible.
- (2) The following guidelines provide the human resource management delegate in rural and remote centres, with the opportunity to retain scarce skills by offering existing employees increased classification levels.
- (3) These guidelines should be used in conjunction with the TMR's *Guaranteed Transfer Out* policy in an attempt to retain scarce skills as a first priority.
- (4) The establishment pools of positions, under this provision, are detailed in Attachment A '*Rural and Remote Area Incentive Scheme Pool of Positions*' to this Appendix and are additional to departmental establishment. Human resource management delegates will have the flexibility to either increase or reduce these pools at their discretion.

### A7.2 Application

- (1) This provision applies to permanent public service officers within rural and remote centres. For the purpose of these guidelines, rural and remote centres include:
  - (a) North West District - Cloncurry;
  - (b) Central West District - Barcaldine;
  - (c) South West District - Roma; and
  - (d) Fitzroy District - (Emerald only).
- (2) The application of this provision will be at the discretion of the relevant human resource management delegate.

### A7.3 Guiding Principles

The following principles shall be applied in utilising this provision:

- (1) The relevant human resource management delegate will ensure a fair and equitable approach in applying this provision.
- (2) Employees identified will be offered one classification level above their substantive classification level and remunerated in line with the Directive relating to higher duties.
- (3) Employees appointed to a higher classification under this provision will be processed as per higher duties arrangements. Leave taken during this period will be paid in line with the Directive relating to higher duties.
- (4) This provision is to be utilised for periods not exceeding 12 months unless an open merit process is conducted.

### A7.4 Operating Guidelines

- (1) Situation Identified to Apply Provision
  - (a) The relevant human resource management delegate identifies the need to retain scarce skills and negotiates the application of this provision with the relevant employee in consultation with and other relevant human resource management delegate/s as required.
  - (b) Backfilling of positions will be at the discretion of the relevant human resource management delegate. However, where permanent backfilling is to occur, the relevant human resource management delegate must be certain that employees have no intention of returning to their

substantive position and can fund the extra resource. This should be confirmed in writing with the employees. During this period the relevant human resource management delegate must pursue Guaranteed Transfer Out where applicable.

(2) Submission to Delegate

Upon endorsement by the relevant manager and agreement from the employee, approval of the final submission is in line with human resource management delegations.

(3) Approved submissions processed by Queensland Shared Service

(a) For submissions that are approved, human resources will transfer a position from the relevant establishment pool and process the relieving arrangements on HRIS and advise the affected employee accordingly.

(b) Once the period of higher duties is complete, the position will be returned to the relevant establishment pool for reassignment.

#### **A7.5 Related Legislation and Policies**

(1) PSA - Section 177 - *Functions and responsibilities of chief executive.*

(2) Directive relating to higher duties.

(3) Directive relating to recruitment and selection.

(4) TMR's *Guaranteed Transfer Out* policy.

#### **Attachment A - RRAIS POOL OF POSITIONS**

(1) 7x PO6

(2) 12x PO5

(3) 12x PO4

(4) 12x PO3

(5) 7x TO6

(6) 12x TO5

(7) 12x TO4

(8) 3x AO8

(9) 6x AO7

## APPENDIX 8 - Guaranteed Transfer Out

### A8.1 Background

- (1) TMR is committed to maintaining a skilled and capable workforce that delivers departmental objectives and government outcomes across Queensland, including rural and remote areas.
- (2) Clause 5.7 of this Agreement - *Rural and Remote Area Incentive Scheme* - allows for improved benefits in rural and remote areas. TMR's primary objective in relation to its rural and remote workforce focuses on the attraction and retention of capable employees. This Agreement allows management to utilise a number of incentives to retain scarce skills as their first priority.
- (3) **Rural and remote communities** are defined as TMR's Central West District, North West District, South West District and Fitzroy District (Emerald only).

### A8.2 What is the Incentive?

- (1) Guaranteed transfer out (GTO) is a component of the RRAIS. It provides all permanent employees who have been appointed, promoted or transferred to an approved GTO position within a rural and remote community from a provincial or coastal centre, or another rural and remote community, with a guaranteed transfer to a provincial or coastal centre, including Brisbane, to meet TMRs' business needs upon the completion of three years of recognised service from the date of their permanent employment to the position.
- (2) GTO is an incentive scheme and is to be used to attract and retain scarce skills within rural and remote communities.

### A8.3 When Should the Incentive be Applied?

- (1) The incentive should be applied when a skills shortage exists and there is a necessity to attract or retain scarce skills.
- (2) Skills shortage is defined as follows:

Skills shortages exist where a rural and remote community can demonstrate that they experience difficulty in attracting and or retaining employees in specific occupation groups or roles and this has a significant impact on service delivery and TMR outcomes.
- (3) The relevant human resource management delegates have the responsibility for determining skills shortages based on business needs. TMR will maintain a record of identified positions as per TMR's GTO procedure.
- (4) The incentive provision is to be incorporated into any advertising and be listed under 'Special Conditions' within the role description.

### A8.4 What are the Underpinning Values of the Scheme?

- (1) TMR is committed to maintaining its contribution to the viability of rural and remote communities in which it operates and the quality of its services to these communities.
- (2) TMR recognises and values the unique opportunities for professional and personal development that service in remote centres provides. TMR is committed to ensuring service in a rural and remote centre positively enhances professional and personal development and has a positive impact on career prospects.
- (3) The primary objective of TMR's RRAIS is the attraction and retention of employees in rural and remote communities that enable delivery of TMR business outcomes. The GTO procedure is specifically directed toward positions where a skill shortage exists.
- (4) Retention of skills in rural and remote communities is to be explored as the first option before processing transfer out requests.

### A8.5 What are the Principles of the Scheme?

The following principles shall be applied in managing GTO requests:

- (1) TMR management within rural and remote communities will utilise a range of retention strategies to retain staff where possible in accordance with provisions contained under the RRAIS.
- (2) Wherever possible transfers will be affected at the end of the school year or, alternatively, during the mid-year break.
- (3) Officers requesting transfer under GTO arrangements will be considered suitable where they have any required qualification for the position and relevant experience.
- (4) Where more than one transferee is to be considered for a position, a limited advertising and selection process must be undertaken, in accordance with directive relating to recruitment and selection, to determine the successful transferee.
- (5) A targeted capability development plan will be developed where the employee is assessed as requiring professional or personal development to undertake the role. The relevant occupational group leader and the manager of the vacant role will work in partnership to develop a plan that will support the employee to gain the skills required and enable the transfer to proceed.
- (6) Surplus TMR employees will be considered for vacancies after considering GTO requests.
- (7) In some instances employees requesting a transfer on compassionate grounds may be considered for vacancies before considering GTO requests depending upon the nature of the compassionate request.
- (8) Transfers will be effected based on organisational business need. Every effort will be made to place transferees into one of their nominated preferences.
- (9) Officers will transfer out at their substantive classification level unless, by mutual agreement, transfer is arranged at a lower classification level. Salary maintenance provisions, as contained in the Directive relating to transfer within and between classification level, will be applied in such circumstances.
- (10) TMR will hold a vacancy for a period of up to 12 months where an officer entitled to a GTO has been assessed as suitable for the position and has given a commitment to accept the position on GTO.
- (11) Where an officer is entitled to a GTO and has a partner (married or de facto) who is also a TMR employee and who does not have an entitlement to a GTO, TMR will endeavour to arrange a transfer for both parties as if both parties were entitled to a GTO.
- (12) Transfers will be affected in accordance with relevant legislation, industrial instruments and TMR procedures.

#### **A8.6 How is the Incentive Scheme to be Applied?**

- (1) The GTO provisions apply to permanent public service officers appointed, promoted or transferred to rural and remote communities from provincial or coastal regions or other rural and remote communities.
- (2) GTO provisions are applied at the relevant human resource management's discretion for the attraction and retention of scarce skills only.
- (3) The Professional Development Incentive (refer to Appendix 10) is offered in combination with the GTO to ensure the officer has access to career development opportunities above those available elsewhere in TMR. Officers entitled to a GTO are expected to engage in career development during the period of their service in the rural and remote community.
- (4) Preference for transfer to rural and remote communities will be given to officers who have registered on TMR's GTO Registration.
- (5) Officers will only be eligible for GTO (at their substantive classification level or with their agreement at a lower level) once they have completed three years recognised service at the rural and remote community from their date of appointment or by mutual agreement between the officer, and relevant human resource management delegate/s. Officers are encouraged to spend longer than the minimum period in the rural and remote community and there is no expiry date on the right to exercise a GTO.
- (6) Applications to exercise GTO are to be made on departmental *GTO Registration* form.

- (7) Staff eligible for a GTO are to nominate their intention to exercise their eligibility at least six months before they intend to transfer.
- (8) TMR will place the officer at level, wherever possible in a location nominated by the officer, within six months of the date of application or the date the officer became eligible to exercise their GTO, whichever is the later.
- (9) If placement has not occurred within six months of the date of application or the date the officer became eligible to exercise their GTO, whichever is the later, the officer will be appointed to any vacancy at level for which they apply and are competent.
- (10) Where an officer is promoted to another scarce skills position within a rural and remote community, a GTO qualifying period is negotiated at the time of appointment. The qualifying period is not to exceed three years from the date of appointment. The requirement to plan the GTO remains.
- (11) Where an officer is promoted to a position that is not a scarce skills position, the GTO provisions cease to apply.

#### **A8.7 How are the GTO and Professional Development Incentives to be combined?**

- (1) Under the RRAIS Scheme an amount up to \$10,000 per annum may be made available for professional development for an employee (see Appendix 10). When a GTO is offered as an incentive for the attraction and retention of employees with scarce skills, it is to be combined with the Professional Development Incentive. The purpose is to ensure the officer has access to structured professional development opportunities over and above that normally available elsewhere in TMR to ensure the officer's development is targeted toward operational requirements in both the rural and remote community and the officer's desired location(s) on GTO.
- (2) The following provisions apply:
  - (a) GTOs are planned wherever possible before the officer is appointed to the rural and remote community. The planning is to include:
    - (i) three (3) desired transfer-out locations and positions/roles in order of preference; and
    - (ii) preparation of a written agreement that identifies the competencies and capabilities required for both the role in the rural and remote community and the desired transfer-out location. An action plan to achieve the required competencies and capabilities is to form part of the written agreement.
  - (b) For officers currently eligible for GTO planning for transfer-out is to begin immediately. A written agreement is to be prepared for each officer.
  - (c) Officers eligible for a GTO are to be given preference for development opportunities that align with their written agreement.
  - (d) Professional/personal development opportunities will be provided in blocks of one or two weeks, wherever possible in the officers desired transfer-out location, to provide regular opportunities for the officer and their family to travel together to attend to personal, medical or social commitments.

#### **A8.8 Who has the Delegation to approve applications?**

Approvals are as determined in line with human resource management delegations.

#### **A8.9 Who is Accountable for the Implementation of the Scheme?**

- (1) The incentive provides flexibility for business units to effectively plan, coordinate and manage requests for transfers to meet business and employee needs. All business units are accountable for actively participating in preparation and implementation of the written agreement identified above for employees eligible for GTO and accommodating transfer requests in accordance with this incentive.
- (2) Employees - are accountable for:
  - (a) participating in the process in accordance with prescribed guidelines and timeframes;

- (b) preparation of the written agreement;
- (c) the action plan to implement their written agreement; and
- (d) formally advising their relevant human resource management delegate of their intention to transfer and, utilise the registration process, six months before the date they wish to transfer out. Transfer registration is to be submitted.

## **APPENDIX 9 - Subsidised Housing**

### **A9.1 Background**

- (1) Clause 5.7 of this Agreement - *Rural and Remote Area Incentive Scheme* - allows for assistance with subsidised housing for employees covered by this Agreement who are employed in rural and remote communities (as defined). This Appendix is to be read in conjunction with clause 5.7 of this Agreement.
- (2) **Rural and remote communities** are defined as TMR's North West District, Central West District, South West District and Fitzroy District (Emerald only).

### **A9.2 What are the principles for the use of this incentive?**

- (1) Housing assistance may be provided to employees based on availability and need in the rural and remote communities.
- (2) Housing assistance will be provided in accordance with the provisions of the Queensland Government Employee Housing Scheme: Policy & Conduct (February 2006).
- (3) Subsidised Rental Rates are those determined by the Government Employee Housing unit of the Department of Energy and Public Works, as varied from time to time.
- (4) Housing will be subsidised for the first seven years, with the subsidy reduced by one third over the next three years, to zero in the 10<sup>th</sup> year, at which time full market rental is applicable.
- (5) Housing assistance is an incentive to attract employee with scarce skills and qualifications to 'difficult to recruit to positions' in rural and remote communities.

### **A9.3 Who is potentially eligible?**

Employees who are appointed, employed, transferred and/or promoted permanently or employed on a fixed term basis to 'difficult to recruit to positions' and/or who have 'scarce skills' may be eligible to be considered by relevant human resource management delegate for subsidised housing. In addition, potentially eligible employees must also fall within one of the categories listed below:

- (1) permanent full-time and part-time employees;
- (2) fixed term temporary employees with a contract of 12 months or more;
- (3) fixed term temporary employees with a contract of less than 12 months duration but who have worked within the rural and remote communities (as defined continuously for greater than 12 months and who meet the eligibility criteria specified above; or
- (4) employees who have been employed, appointed, transferred or promoted to a rural or remote community from another location to meet a Government service.

### **A9.4 Who is ineligible?**

- (1) Casual employees are not eligible for the subsidy.
- (2) Employees who own, either directly or indirectly, a private dwelling within a 45 kilometre radius of the work location in the rural and remote community or whose spouse/partner owns, either directly or indirectly, a private dwelling within a 45 kilometre radius of the employee's work location in the rural and remote community.
- (2) Employees who are in an occupation which stipulates the provision of housing under award conditions or who have access to housing in the centre in the rural and remote community through the entitlement of their spouse/partner or other family member with whom they permanently reside.
- (3) Employees who have ceased to become eligible for occupancy of Government Employee Housing for other reasons.

### **A9.5 Application of the incentive**

- (1) Where an employee is transferred at level to a different position in the same location in the rural and

remote community, the relevant human resource management delegate has the discretion to reassess the subsidy period within the spirit of the principles and the incentive based upon eligibility criteria.

- (2) Where an employee is promoted to a new role in the same location in the rural and remote community and the relevant human resource management delegate has determined that a legitimate housing need remains as an incentive to attract for 'scarce skills' or 'difficult to recruit to position', the subsidy period recommences.
- (3) Where an employee is appointed or transferred at level to a new location within the rural and remote communities, and the relevant human resource management delegate has determined that a legitimate housing need remains as an incentive to attract for 'scarce skills' or hard to recruit positions, the subsidy period recommences.

#### **A9.6 Housing Subsidy**

- (1) The amount of subsidy will be calculated as the difference between the market rental rate of the allocated dwelling and the subsidised rental rate paid by the employee.
- (2) Market rental rates will be determined from time to time by an independent valuer or real estate agent. In the event of a disagreement on the value of the market rental rate, the relevant human resource management delegate will determine an appropriate market rental rate based on advice from the independent valuer/estate agent and the employee. The relevant human resource management delegate decision will be final and binding on all parties.

#### **A7.7 What process needs to be followed?**

- (1) The issue of allocation of housing must be raised by the recruitment and selection panel at the time of interviewing an applicant for a position in a rural and remote community or soon after, in order to establish housing eligibility (if any) and standards appropriate to the potential employee's family composition.
- (2) Written approval for the allocation of housing must be obtained from the relevant human resource management delegate at the earliest possible opportunity after this discussion, with 'in principle' confirmation of the allocation of a dwelling confirmed as part of any written offer of employment.

#### **A7.8 What documentation needs to be provided?**

- (1) As soon as practical after the relevant human resource management delegate has approved in-principle the allocation of subsidised housing, and the potential employee has indicated likely acceptance of an offer of employment, the onus is on that potential employee to provide evidence acceptable to the relevant human resource management delegate confirming their dependents (if any) for housing purposes and other relevant home ownership or housing allocation details that may impact on their eligibility.
- (2) TMR are responsible for ensuring that all necessary documentation to secure an actual allocation through the Queensland Government Employee Housing Scheme: Policy & Conduct (February 2006) or other appropriate housing source is actioned.

#### **A7.9 Who has the delegation to approve applications?**

Approvals are as determined in line with TMR's human resource management delegations.

#### **A7.10 What are the related legislation and references?**

Government Employee Housing Scheme: Policy & Conduct (February 2006).



## APPENDIX 10 - Professional Development Incentives

### A10.1 Background

- (1) Clause 5.7 of this Agreement - *Rural and Remote Area Incentive Scheme* - outlines a number of incentives which may be utilised for employees covered by this Agreement who are employed in rural and remote communities. One of the incentives allows for professional development for an employee.
- (2) **Rural and remote communities** are defined as TMR's North West District, Central West District, South West District and Fitzroy District (Emerald only).

### A10.2 What is the incentive?

- (1) Under the RRAIS provisions of this Agreement, an amount up to \$10,000 per annum may be made available for professional development for an employee.
- (2) The incentive may be used for attraction of employees and also the retention of existing employees in positions which have been identified as requiring scarce or key skills. The relevance and timing of the professional development is to be negotiated with the employee.
- (3) Relief opportunities outside the rural and remote community will be encouraged as part of the employee's development.

### A10.3 What are the principles for the use of this incentive?

- (1) Attraction
  - (a) The incentive may be used for the attraction of scarce skills or key skills within the rural and remote community. These skills will have been identified and documented by management prior to offering this incentive. The incentive may be advertised during the recruitment process.
  - (b) The incentive can only be used whilst the employee is appointed to a specific position within a rural and remote community. This position must be identified as a scarce or key skills position. Eligibility is to be reconsidered if an employee is promoted or transferred within rural and remote community.
  - (c) The incentive is to be used for employee development programs above and beyond normal development programs.
  - (d) Eligibility for the continuation of the professional development incentive is subject to satisfactory performance and will be linked to the individual's performance and development agreement. An employee will be required to sign a written agreement with relevant human resource management delegate which outlines the responsibilities of all parties.
  - (e) The maximum allowance per annum may include all costs associated with the professional development such as fringe benefits tax, travel, backfilling costs etc., at the discretion of the relevant human resource management delegate.
- (2) Retention
  - (a) The incentive may be used to retain an employee who possesses scarce or key skills utilised by the rural and remote community.
  - (b) The incentive must be used to fund professional development which promotes a whole-of-government direction. This development need not directly relate to the business of TMR.
  - (c) Eligibility for the continuation of the professional development incentive is subject to satisfactory performance and will be linked to the individual's performance and development agreement. An employee will be required to sign a written agreement with TMR which outlines the responsibilities of all parties.
  - (d) The maximum allowance per annum may include all costs associated with the professional development such as fringe benefits tax, travel, backfilling costs etc., at the discretion of the relevant human resource management delegate.

- (e) The incentive may be used to supplement assistance received under SARAS. That is, an employee may receive assistance which is classified as 'desirable' but may receive full financial reimbursement for their course of development through this incentive. It must be noted on the SARAS application that this has occurred.

**A10.4 Who is potentially eligible to be considered?**

- (1) This provision is attached to designated positions in rural and remote communities at the discretion of the relevant human resource management delegate. Occupants of the positions must fall within one of these categories:
  - (a) permanent full-time and part-time public service officers; or
  - (b) fixed term temporary employees with a contract of 12 months or more.
- (2) Casual employees are not eligible to apply.

**A10.5 Who has the delegation to approve applications?**

Approvals are as determined in line with TMR's human resource management delegations.

**A10.6 What are the related legislation and references?**

SARAS and related training provisions.

## APPENDIX 11 - Pre-Start Familiarisation Visits

### A11.1 Background

- (1) Clause 5.7 of this Agreement - *Rural and Remote Area Incentive Scheme* - outlines a number of incentives which may be utilised for employees covered by this Agreement who are employed in rural and remote communities. One of the incentives allows for pre start familiarisation visits for employees and/or their partners.
- (2) **Rural and remote communities** are defined as TMR's North West District, Central West District, South West District and Fitzroy District (Emerald only).

### A11.2 What is the incentive?

This incentive is intended to enable potential employees and/or their partners to undertake a familiarisation visit to the work location in the rural and remote community before commencement of employment, to establish or confirm accommodation, relocation, educational, employment, recreational, religious and cultural opportunities and options before taking up residence.

### A11.3 What are the principles for the use of this incentive?

- (1) This incentive may only be offered to appointees to designated 'hard to recruit' or 'scarce skills' positions at the discretion of the relevant human resource management delegate.
- (2) Application of the incentive is restricted to the prospective employees and/or their partners only, unless the relevant human resource management delegate determines that there are exceptional grounds for the benefit to be extended to include another family member or dependent.
- (3) Subject to prior approval, pre-start familiarisation visits may be arranged at any time after the appointment is recommended and prior to the employee actually commencing duty at the location in the rural and remote community.
- (4) Pre-start familiarisation visits are expected to take a maximum of two days in the prospective employees' intended work location.
- (5) The recipients of this benefit are expected to take all reasonable steps to minimise accommodation, meal and travel costs associated with the visit.
- (6) The relevant human resource management delegate may decline to reimburse claimed accommodation, meal, and travel costs, in full or in part, on the grounds that they are excessive.

### A11.3 Who is potentially eligible to be considered?

- (1) All new permanent full-time and part-time public service officers.
- (2) Approved new fixed term temporary employees engaged for a period of more than 12 months.
- (3) Casual employees are not eligible to apply.

### A11.4 What assistance is provided?

- (1) Assistance is provided by TMR to cover reasonable accommodation, meal and travel costs for the prospective employees and their partners associated with a familiarisation visit.
- (2) Advice and support from TMR will also be provided to assist the prospective employees and/or their partners to access the information they need to prepare for their relocation.
- (3) Accommodation
  - (a) **Hotel/Motel:** Actual costs of accommodation during travel will be reimbursed up to the maximum prescribed under the Directive relating to Domestic travelling and relieving expenses. The original tax invoice must be produced.
  - (b) **Private Accommodation:** Reimbursement in accordance with the Directive relating to Domestic

travelling and relieving expenses will be made for a single-family member for accommodation obtained with relatives or friends, irrespective of additional family members travelling with the employee.

(4) Meals

Actual cost of meals obtained during travel will be reimbursed up to the maximum prescribed under the Directive relating to Domestic travelling and relieving expenses. The original tax invoices must be produced.

(5) Travel

(a) **Bus/Rail:** Actual cost may be claimed. Original invoices must be produced.

(b) **Private Vehicle:** A kilometre rate applicable where the employee chooses to use their own private motor vehicle is as detailed in the Directive relating to motor vehicle allowance. Total kilometres must not exceed the return trip total identified.

(c) **Air:** Prior approval to travel by air must be obtained. Actual cost may be claimed. The original invoice must be presented.

(d) It is an option for TMR to book and pay for travel on behalf of the employee in order to take advantage of discounts available under Standing Offer Arrangements. This would be subject to prior approval from the relevant human resource management delegate.

(e) Costs of taxis or public transport at the beginning or end of the journey will not be reimbursed.

**A11.5 What is not included?**

Apart from accommodation, meal and travel costs outlined above, no other cash benefits or costs are claimable by the prospective employees or their partners in association with a familiarisation visit.

**A11.6 Who has the delegation to approve applications?**

Approvals are as determined in line with TMR's human resource management delegations.

**A11.7 What are the related legislation and references?**

Directives relating to:

- (1) domestic travelling and relieving expenses; and
- (2) transfer and appointment expenses.

## **APPENDIX 12 - Job Search Assistance**

### **A12.1 Background**

- (1) Clause 5.7 of this Agreement - *Rural and Remote Area Incentive Scheme* - allows for improved benefits in rural and remote areas. TMR's primary objective in relation to its rural and remote workforce focuses on attraction and retention of employees. This Agreement allows the relevant human resource management delegate to utilise a number of incentives to retain scarce skills as their first priority.
- (2) **Rural and remote communities** are defined as North West District, Central West District, South West District and Fitzroy District (Emerald only).

### **A12.2 What is the incentive?**

This incentive is intended to support the employees' partner in gaining employment in the new locality.

### **A12.3 What are the principles for the use of this incentive?**

- (1) The partner of a newly employed eligible employee may be provided with assistance to locate employment in the new rural and remote community. This assistance will be available for a period of six months from the employee's date of engagement to the centre located in one of the rural and remote communities.
- (2) The assistance provided does not extend to financial support of any kind.

### **A12.4 What is the definition of partner?**

Partner shall include 'de facto partner' as defined in section 32DA 'Meaning of De Facto Partner' of the *Acts Interpretation Act 1954*. Under the provisions of this section, the gender of the person is not relevant.

### **A12.5 Who is potentially eligible to apply?**

- (1) This provision is attached to employees who have been engaged in a rural and remote community. Partners should not have already secured employment within 45 kilometres of the centre within the rural and remote community. For partners to be eligible for the assistance, the employee engaged to the position must fall into one of these categories:
  - (a) permanent full-time and part-time public service officers; or
  - (b) fixed term temporary employees with an engagement of 12 months or more.
- (2) Casual employees are not eligible to apply.

### **A12.6 What assistance is available?**

- (1) Assistance is only intended to be of an administrative nature (that is, word processing of resumes and applications, photocopying applications etc.).
- (2) Access by the partner to necessary equipment on TMR's premises.
- (3) Advice on recruitment practices etc.
- (4) Assistance will only be provided for a period of 6 months from the employee's engagement in the rural and remote communities.

### **A12.7 What is not included?**

Financial assistance is not provided.

### **A12.8 What is the process I need to follow?**

- (1) The employee is to obtain written approval from the relevant human resource management delegate.
- (2) Where exceptional circumstances warrant an extension of time, this may be negotiated with the relevant

human resource management delegate.

**A12.9 What documentation do I need to provide?**

- (1) Written approval is to be placed on the employee's personal file.
- (2) If requesting an extension to the period of assistance, written justification is required to be provided to the relevant human resource management delegate.

**A12.10 Costs**

All indirect costs are to be absorbed by the cost centre of the employee.

**A12.11 Who has the delegation to approve applications?**

Approvals are as determined in line with the TMR's human resource management delegations.

## APPENDIX 13 - Night Work Scenarios

**A13.1** The examples set out below are provided to assist in the understanding and application of the provisions in clause 6.9 of this Agreement – *Night Work (Excluding Shift Work)*.

**A13.2** The standard shift times in each example are in bold type and the actual times worked in each example are in italic type.

**A13.3** The timing of meal breaks and crib breaks, and payment where necessary, is to be determined as appropriate to the situation.

### **Standard Shift (that is, 8.5 hours (6 pm - 2.30 am))**

*Commences at 6 pm on Monday and finishes at 2.30 am on Tuesday*

8.5 hours @ 100% ordinary rates (6 pm - 2.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (6 pm - 2.30 am)

### **Standard Shift (that is, 8.5 hours (8 pm - 4.30 am))**

*Commences at 5 pm on Tuesday and finishes at 4.30 am on Wednesday*

3 hour @ 200% ordinary rates (overtime) (5 pm – 8 pm)

8.5 hours @ 100% ordinary rates (8 pm – 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm – 4.30 am)

### **Standard Shift (that is, 8.5 hours (8 pm - 4.30 am))**

*Commences at 7 pm on Wednesday and finishes at 6.00 am on Thursday*

1 hours @ 200% ordinary rates (overtime) (7 pm – 8 pm)

8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm - 4.30 am)

1.5 hours @ 200% ordinary rates (overtime) 4.30 am - 6 am)

1.5 hours @ 50% ordinary rates (night work penalty in addition to overtime) (4.30 am – 6 am)

### **Standard Shift (that is, 7.5 hours (7 pm - 2.30 am))**

*Commences at 7.00 pm on Thursday and finishes at 6.00 am on Friday*

7.5 hours @ 100% ordinary rates (7 pm - 2.30 am)

Plus an additional 7.5 hours @ 50% ordinary rates (night work penalty) (7 pm - 2.30 am)

3 hours @ 100% ordinary rates (overtime) (2.30 am – 5.30 am)

0.5 hours @ 150% ordinary rates (overtime) (5.30 am – 6 am)

3.5 hours @ 50% ordinary rates (night work penalty in addition to overtime) (2.30 am – 6 am)

### **Friday Shift (that is, 8.5 hours (8 pm - 4.30 am))**

*Commence at 8.00 pm on Friday and finishes at 4.30 am on Saturday*

8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm - 4.30 am)

Plus an additional 4.5 hours @ 50% ordinary rates (Saturday penalty) (12 am – 4.30 am)

### **Saturday Shift (that is, 8.5 hours (8 pm - 4.30 am))**

*Commences at 8.00 pm on Saturday and finishes at 4.30 am on Sunday*

8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (penalty) (8 pm - 4.30 am)

Plus an additional 4 hours @ 50% ordinary rates (Saturday penalty) (8 pm - 12 am)

Plus an additional 4.5 hours @ 100% ordinary rates (Sunday penalty) (12 am - 4.30 am)

### **Saturday Shift (that is, 8.5 hours (8 pm - 4.30 am))**

*Commences at 8.00 pm on Saturday and finishes at 6.30 am on Sunday*

8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm - 4.30 am)

Plus an additional 4 hours @ 50% ordinary rates (Saturday penalty) (8 pm – 12 am)

Plus an additional 4.5 hours @ 100% ordinary rates (Sunday penalty) (12 am - 4.30 am)

2 hours @ 200% ordinary rates (overtime) (4.30 am – 6.30 am)

2 hours @ 50% ordinary rates (night work penalty in addition to overtime) (4.30 am – 6.30 am)

### **Sunday Shift (that is, 8.5 hours (6 pm - 2.30 am))**

*Commences at 6 pm on Sunday and finishes at 2.30 am on Monday*

8.5 hours @ 100% ordinary rates (6 pm - 2.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (6 pm - 2.30 am)  
Plus an additional 6 hours @ 100% ordinary rates (Sunday penalty) (6 pm to 12 am)

**Sunday Shift (that is, 8.5 hours (6 pm - 2.30 am))**

*Commence at 5.00 pm on Sunday and finishes at 6.30 am on Monday*

1 hours @ 200% ordinary rates (overtime) (5 pm – 6 pm)

8.5 hours @ 100% ordinary rates (6 pm - 2.30 am)

Plus an additional 6 hours @ 100% ordinary rates (Sunday penalty) (6 pm to 12 am)

4 hours @ 200% ordinary rates (overtime) (2.30 am – 6.30 am)

4 hours @ 50% ordinary rates (night work penalty in addition to overtime) (2.30 am – 6.30 am)

**Public Holiday Shift (that is, 8.5 hours (8 pm - 4.30 am))**

*Commences at 8 pm on Monday (non-public holiday) and finishes at 6.30 am on Tuesday (public holiday)*

8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm - 4.30 am)

Plus 4.5 hours @ 150% ordinary rates (public holiday penalty) (12 am - 4.30 am)

2 hours @ 250% ordinary rates (overtime on public holiday) (4.30 am – 6.30 am)

2 hours @ 50% ordinary rates (night work penalty in addition to overtime) (4.30 am – 6.30 am)

**Public Holiday Shift (that is, 8.5 hours (8 pm - 4.30 am))**

*Commences at 8 pm on Wednesday (public holiday) and finishes at 4.30 am on Thursday (non-public holiday)*

8.5 hours @ 100% ordinary rates (8 pm - 4.30 am)

Plus 4 hours @ 150% (public holiday penalty) (8 pm - 12 am)

Plus an additional 8.5 hours @ 50% ordinary rates (night work penalty) (8 pm - 4.30 am)



## APPENDIX 14 - Employment Security Policy

### A14.1 Introduction

- (1) The Queensland Government has restored this employment security policy for government agencies as part of its commitment to restoring fairness for its workforce.
- (2) The Government is committed to maximum employment security\* for permanent government employees (as outlined in clause A14.2 – *Application*) by developing and maintaining a responsive, impartial and efficient government workforce as the preferred provider of existing services to Government and the community. The workforce's commitment to continue working towards achievement of best practice performance levels makes this commitment possible.
- (3) The Government is also committed to providing stability to the government workforce by curbing organisational restructuring. The focus will be on pursuing performance improvement strategies for the government workforce to achieve 'best value' delivery of quality services to the community, in preference to restructuring, downsizing or simply replacing government workers with non-government service providers. A greater emphasis will be placed on effective change management, which together with workforce planning, career planning and skills development will ensure that the government workforce has the flexibility and mobility to meet future needs.
- (4) Further, the Government undertakes that permanent government employees will not be forced into unemployment as a result of organisational change or changes in agency priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities, and involuntary redundancy will only occur in exceptional circumstances, and only with the approval of the Commission Chief Executive, Public Service Commission.

*\*Employment security is a commitment to continuing employment in government, as distinct from job security. This distinction recognises that jobs may change from their current form, as the skills mix and composition of the government workforce vary to meet changing government and community service needs.*

### A14.2 Application

This policy applies to all permanent employees of Queensland Government agencies (including departments, public service offices, statutory authorities and other government entities as defined under the *Public Sector Act 2022*).

This policy does not apply to government employees who are subject to disciplinary action which would otherwise result in termination of employment, or who are not participating in reasonable opportunities for retraining, deployment or redeployment.

### A14.3 Authority

This policy was approved by Cabinet on 6 July 2020.

### A14.4 Policy

#### (1) Permanent Employment

The Queensland Government is committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Labour hire engagements should only be used in limited circumstances where direct employment is not viable or appropriate and is the least preferred option. Agencies are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

#### (2) Organisational change and restructuring

- (a) It is the Government's intention that future organisational change and restructuring will be limited in scale. All organisational change will need to demonstrate clear benefits and enhanced service delivery to the community. The objective is to stabilise government agencies, and to avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community.

- (b) Cabinet approval is required for all major organisational change and restructuring in agencies:
    - (i) that will significantly impact on the government workforce (e.g. significant job reductions, deployment to new locations, alternative service delivery arrangements, etc). The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within agencies, and ordinarily organisational restructuring should not result in large scale “spilling” of jobs;
    - (ii) that will have major social and economic implications, particularly in regional and rural centres where the government is committed to maintaining government employment. Proposals affecting these centres need to carefully evaluate the impact on communities to ensure that short-term efficiency gains are balanced against the long-term social and economic needs of these communities.
  - (c) The agency will need to demonstrate that any proposed organisational change or restructuring will result in clearly defined service enhancements to government and/or the community, as identified in a business case, and be undertaken through a planned process. Where an agency has made a decision to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through forums such as Agency Consultative Committees.
  - (d) The requirement to obtain Cabinet approval for major organisational change is not intended to reduce the flexibility of Chief Executives in their day-to-day management of agencies’ operations. Chief Executives retain prerogative over normal business activities to manage the government workforce, (such as job reclassification, job redesign, performance management, disciplinary action and transfers), and organisational improvement initiatives (such as process re-engineering, changes in work practices and the introduction of new technology).
- (3) Employees affected by organisational change
- (a) The government undertakes that tenured government employees will not be forced into unemployment as a result of organisational change, other than in exceptional circumstances.
  - (b) Government employees affected by performance improvement initiatives or organisational change will be offered maximum employment opportunities within the government, including retraining, deployment, and redeployment. Only after these avenues have been explored will voluntary early retirement be considered.
  - (c) Where continuing employment in the government is not possible, support, advice and assistance will be provided to facilitate transition to new employment opportunities. In the event of a decision to outsource a government service, the agency should ensure that every effort is directed towards assisting employees to take up employment with the external provider. Retrenchment will only be undertaken in exceptional circumstances where deployment or redeployment are not options, and only with the approval of the Commission Chief Executive, Public Sector Commission.
- (4) Consultation

For further advice on the application of this policy, agencies should consult with the Office of Industrial Relations.

## APPENDIX 15 - Queensland Government Policy on the Contracting-out of Services

### A15.1 Application

- (1) The Queensland Government recognises that government agencies are the key instruments for delivering or implementing the policies of the government.
- (2) In striving to achieve 'best value' delivery of services to the community, the government's focus will be on pursuing performance improvement strategies for its workforce, not on simply replacing government employees with non-government service providers.
- (3) In this regard, the government has restored the following policy on contracting-out of services as part of its commitment to restoring fairness for the government workforce. This policy\* applies to all Queensland Government agencies (including departments, public service offices, statutory authorities, and other government entities as defined under the *Public Sector Act 2022*) and all tenured employees of these agencies. The government recognises that, in the case of Queensland Health (comprising the Department of Health and the Hospital and Health Services), public health services are provided through a mix of in-house delivered services and partnerships with non-government, community and private sector health providers. For the purposes of this policy, contracting-out refers to a contractual arrangement to deliver a service to government or the provision of a government service by a non-government service provider. Capital works programs are not considered government services for the purpose of this policy. This means that current arrangements for delivery of the capital works program through competitive tendering will continue. Further, the purchase of services by government agencies from an internal government provider is not regarded as contracting-out.
- (4) Similarly, services contracted to community service providers through grant programs or as recurrently funded programs are not regarded as being contracted-out for the purposes of this policy. This policy does not apply to the normal purchase of inputs to government agencies such as office supplies and consultancies. It does however apply to contractual arrangements such as cleaning and other 'hotel' type services.
- (5) Where there are major joint ventures or co-locations with the private sector (e.g. hospital co-locations) decisions on the delivery of support services will be made on a case by case basis.

*\* This policy should be read in conjunction with applicable industrial instruments.*

### A15.2 Authority

This policy was released on 16 January 2016.

### A15.3 Policy

- (1) Services currently provided in-house (i.e. by a government agency)
  - (a) It is the policy of the government that in order to maintain existing government jobs, there will be no contracting out of services currently provided in-house other than in circumstances where:
    - (i) actual shortages exist in appropriately skilled in-house staff;
    - (ii) there is a lack of available infrastructure capital or funds to meet the cost of providing new technology; or
    - (iii) it can clearly be demonstrated that it is in the public interest that services should be contracted-out.
  - (b) Cabinet approval will be required only for contracting-out proposals that meet the criteria outlined above where they would have a significant impact on the government's workforce in terms of job losses. Cabinet submissions proposing contracting-out initiatives should detail:
    - (i) why the service cannot continue to be delivered by government agencies;
    - (ii) the impact on the government workforce;

- (iii) how the proposed initiative will improve government service delivery;
  - (iv) any social and/or economic impact on the Queensland community;
  - (v) the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
  - (vi) the impact on future competitive tendering in a market where the government will have no capacity to bid;
  - (vii) communication and consultation strategies, including managing the impact on the tenured government workforce, and workforce transition plans for deployment, redeployment and retraining; and
  - (viii) the cost implications for government.
- (c) Where the government agrees to contract-out services, employees and the relevant unions will be consulted as early as possible. Discussions will take place prior to any steps being taken to call tenders or to enter into any alternative bidding arrangement for the provision of services by an external provider.
- (d) If, after full consultation with employees and relevant unions, employees are to be affected by the necessity to contract-out services, the government agency should:
- (i) ensure that effort is directed towards assisting employees to take up employment with the contractor; and/or
  - (ii) ensure that employees are given the maximum opportunity to accept deployment and redeployment.
- (2) Services currently contracted-out
- (a) It is the policy of the government that when existing contracts with non-government providers are due for renewal, the services generally will be once again offered to contract.
  - (b) If the conditions of the existing contract allow for the contract to be renewed without a tendering process, and the external provider has met all the conditions of the contract, a new contract may be offered to the current provider subject to continuing commercial viability and the mutual agreement of both parties.
  - (c) Where a contract is due to expire and a tendering process is proposed, government agencies may bid for the work, subject to any legislative requirements and government agencies competing on a fair basis – that is, with any advantages or disadvantages that stem solely from their public ownership being removed or accounted for in an appropriate manner. Operational guidelines will be developed to assist agencies in assessing the relative merits of in-house and external bids.
  - (d) In-sourcing will be undertaken only where it can be demonstrated that work is competitive on an overall 'best value' basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work.
- (3) New services
- A decision on whether it is appropriate to contract-out new government services with significant workforce impacts will be made on a case by case basis by Cabinet. Opportunity will be provided for the new government service to be delivered by in-house staff where it can be demonstrated that work is competitive on an overall 'best value' basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work. Cabinet submissions proposing contracting-out of new services should detail:
- (a) any social and/or economic impact on the Queensland community;
  - (b) the impact on regional and rural communities;

- (c) the impact on future competitive tendering in a market where the government will have no capacity to bid;
  - (d) why the service needs to be delivered by a non-government service provider; and
  - (e) the cost implications for government.
- (4) Services in replacement facilities
- (a) Existing outsourcing arrangements may not always be extended to replacement facilities (e.g. replacement hospitals and schools). A decision by Cabinet on whether it is appropriate to continue to contract-out services in replacement facilities will be made on a case by case basis.
  - (b) Where a decision is made to transfer the existing contract to a replacement service, this may be offered to the current provider subject to commercial viability and the mutual agreement of both parties.
  - (c) Opportunity should be given for in-house staff to undertake the work where it can be demonstrated that work is competitive on an overall 'best value' basis, including quality and cost of purchase and maintenance of any capital equipment required to perform the work.
  - (d) Cabinet submissions proposing contracting-out of replacement services should detail:
    - (i) the impact on the government workforce;
    - (ii) how the proposed initiative will result in improvements to government service delivery;
    - (iii) any social and/or economic impact on the Queensland community;
    - (iv) the impact on regional and rural communities, where relevant, particularly in regard to maintenance of public employment in regional and rural Queensland;
    - (v) the impact on future competitive tendering in a market where the government will have no capacity to bid, if relevant; and
    - (vi) the cost implications for government.

(5) Implementing the Policy on the Contracting-Out of Services

In applying this policy, the following principles should be adhered to:

- (a) The primary focus should be on improving the productivity of the existing government workforce through performance improvement strategies (such as training, innovation, and benchmarking).
- (b) Where services currently contracted-out come up for tender, or the delivery of new services and services in replacement facilities are being considered, in-house staff should be given the opportunity to undertake the work where it can be demonstrated that it is competitive on an overall 'best value' basis, including quality and cost of purchase and cost of maintenance of any necessary capital equipment.
- (c) Where competitive tenders involve in-house bids, those bids must be fairly based – that is, with any advantages or disadvantages that stem solely from their public ownership being removed or accounted for in an appropriate manner.
- (d) Except in exceptional circumstances, in-house work units should be afforded sufficient opportunity and support, over a reasonable time, to achieve an acceptable level of performance, efficiency and effectiveness, before alternative service provision options are considered.
- (e) Options for the management of employees affected by organisational change are to include deployment, retraining, redeployment and voluntary early retirement.

## **APPENDIX 16 - Hydrographic Surveyors and Employees Engaged in Maritime Emergency Management Unit**

**A16.1** The following provisions outline the agreed arrangements Principal Hydrographic Surveyors, Senior Hydrographic Surveyors and Hydrographic Surveyors and the Maritime Emergency Management Unit employees engaged in the Maritime Safety Queensland (MSQ) branch of TMR.

### **A16.2** On Call Allowance

- (1) MSQ requires appropriately experienced employees available outside ordinary hours to attend, or to arrange employees to attend to matters such as but not limited to:
  - (a) emergency response;
  - (b) oil/pollution response;
  - (c) failure of prioritised navigation aids;
  - (d) sea/search and rescue; and
  - (e) channel obstructions.
- (2) An employee instructed by the relevant human resource management delegate to be available on call outside the ordinary working hours of duty shall be paid in addition to their ordinary rate of pay an allowance in accordance with the following scale:
  - (a) Where an employee is on call through the whole of a rostered day off, a scheduled day off or a statutory holiday, the allowance will amount to 79.91% of the hourly rate of an Administrative Officer classification level 6 increment 4.
  - (b) Where an employee is on call during the night only of a rostered day off, a scheduled day off an accrued day off or a statutory holiday, the allowance will amount to 50.47% of the hourly rate of an Administrative Officer classification level 6 increment 4.
  - (c) Where the employee is on call on any other night, the allowance will amount to 39.96% of the hourly rate of Administrative Officer classification level 6 increment 4.
- (3) Employees 'on call' receive the allowance for remaining:
  - (a) contactable to the Manager (Hydro and Tides), Manager (Maritime Emergency Management), Principal Manager (Maritime Emergency Management), Principal Director (Emergency Management and Pilotage Reform) Executive Director (Port Operations and Vessel Traffic Services), General Manager (MSQ) after hours via mobile phones and/or pagers;
  - (b) within a designated proximity to the Maritime Operations base as agreed between each Regional Management Team and employees; and
  - (c) capable of operating equipment such as cars, trucks and/or vessels if circumstances require.

### **A16.8** First Aid Allowance

- (1) All employees subject to this Agreement shall be eligible to be paid a first aid allowance at the relevant rate prescribed in the Public Service Award for carrying out first aid duties as required, provided that:
  - (a) the person is the holder of a current First Aid Certificate;
  - (b) the person has a current Hepatitis B vaccination; and
  - (c) the person has, after satisfying the above conditions, been appointed in writing by MSQ as a First Aid Officer.
- (2) Payment of this allowance shall be made to the employee concerned from the date of accreditation as a First Aid Officer.
- (3) MSQ will provide an employee under this agreement, who wishes to be appointed as a First Aid Officer,

with time off at MSQ's expense for obtaining and maintaining their certification and vaccination. The costs of triennial recertification, annual resuscitation recertification, and currency of Hepatitis B vaccination shall be met by MSQ.

- (4) Employees who allow their first aid certificate to lapse in currency shall notify their manager immediately and be deemed to have their appointment as First Aid Officer automatically rescinded from the time the certificate lapses in currency for any reason until recertification has been completed. Any overpayment in this circumstance shall be recovered.

#### **A16.9 Workplace Preparation and Travelling Time**

- (1) All employees (other than casuals) covered by this Agreement who are required to work away from their usual headquarters shall be transported by MSQ or funded by MSQ to travel from their usual headquarters to the job and return.
- (2) The time spent in travelling from their usual headquarters to the project site and workplace preparation for such work shall be paid for at ordinary rates.
- (3) Where employees are required to travel and perform workplace preparation away from their usual headquarters outside ordinary hours, they shall be paid for such travel and preparation at normal overtime rates (any employee at the AO6 increment 1 equivalent or above (including PO6) will be compensated with TOIL in accordance with the relevant Directive relating to hours, overtime and excess travel).

#### **A16.10 Accommodated Onboard a Vessel Overnight Allowance**

- (1) In recognition of restrictive vessel accommodation conditions, all employees covered by this Agreement when directed to be accommodated onboard a vessel overnight shall be entitled to the following:
  - (a) The following applicable allowance for each night accommodated onboard the vessel:
    - (i) As at 1 July 2022 – \$79.60
    - (ii) As at 1 July 2023 – \$82.70
    - (iii) As at 1 July 2024 – \$85.20.
  - (b) An incidental allowance in accordance with the relevant Directive relating to domestic travelling and relieving expenses or hours, overtime and excess travel; and
  - (c) A meal allowance in accordance with the relevant Directive relating to domestic travelling and relieving expenses or hours, overtime and excess travel, except in exceptional circumstances (for example, oil spill response in isolated locations) where all meals will be provided by TMR at no expense to the employee.
- (2) The rates specified in this clause shall apply when employees are accommodated overnight in a shore camp.
- (3) For the purpose of this provision, 'shore camp' shall mean being accommodated overnight on land at TMR's expense where there is no commercial accommodation available.

#### **A16.11 Overtime Payment for Hydrographic Surveyors**

- (1) When conducting field survey work that requires overnight accommodation, Principal Hydrographic Surveyor, Senior Hydrographic Surveyor and Hydrographic Surveyor positions will be entitled to an overtime payment for hours worked beyond their ordinary 36.25 hours per week.
- (2) At all other times the applicable flexible working arrangements apply in accordance with the Public Service Award and this Agreement.

## APPENDIX 17 - Australian Qualifications Framework

### A17.1 What is the Australian Qualifications Framework (AQF)

- (1) The AQF is the national policy for regulated qualifications in Australian education and training. It incorporates the qualifications from each education and training sector into a single comprehensive national qualifications framework.

<b>AQF Qualifications</b>	<b>Referred to in this Agreement as:</b>
• Senior Secondary Certificate of Education	• AQF I
• Certificate I	• AQF II
• Certificate II	• AQF III
• Certificate III	• AQF IV
• Certificate IV	• AQF V
• Diploma	• AQF VI
• Advanced Diploma	
• Associate Degree	
• Bachelor Degree	
• Graduate Certificate	
• Vocational Graduate Certificate	
• Graduate Diploma	
• Vocational Graduate Diploma	
• Master's Degree	
• Doctoral Degree	

- (2) The Framework links together all these qualifications and is a highly visible, quality-assured national system of educational recognition, which promotes lifelong learning and a seamless and diverse education and training system.

### A17.2 Why is the AQF important?

Qualifications certify the knowledge and skills a person has achieved through study, training, work and life experience. The AQF helps all learners, employers and education and training providers to participate and navigate the qualifications system. Under the AQF, learners can start at the level that suits them and then build up as their needs and interests develop and change over time. The Framework assists learners to plan their career progression, at whatever stage they are within their lives and when they are moving interstate and overseas. In this way, the AQF supports national standards in education and training and encourages lifelong learning.

### A18.3 What are the key objectives of the AQF?

The AQF:

- (1) provides nationally consistent recognition of outcomes achieved in post-compulsory education;
- (2) helps with developing flexible pathways which assist people to move more easily between education and training sectors and between those sectors and the labour market by providing the basis for recognition of prior learning, including credit transfer and work and life experience;
- (3) integrates and streamlines the requirements of participating providers, employers and employees, individuals and interested organisations;
- (4) offers flexibility to suit the diversity of purposes of education and training;
- (5) encourages individuals to progress through the levels of education and training by improving access to qualifications, clearly defining avenues for achievement, and generally contributing to lifelong learning;
- (6) encourages the provision of more and higher quality vocational educational and training through qualifications that normally meet workplace requirements and vocational needs, thus contributing to national economic performance; and
- (7) promotes national and international recognition of qualifications offered in Australia.



## **APPENDIX 18 - Benchmarking Professional with other Queensland Public Sector Organisations, Queensland Government Owned Corporations, and Interstate Government Agencies**

### **A18.1 Scope**

- (1) The scope of the benchmarking process is to benchmark the pay rates of professionals covered by this Agreement with the pay rates which apply to professionals in other Queensland public sector organisations, Queensland Government Owned Corporations, and interstate government agencies that carry out similar work to TMR.
- (2) The parties will determine the in scope Queensland public sector organisations, Queensland Government Owned Corporations, and interstate Government agencies for the purpose of the benchmarking process.
- (3) A report will be prepared as a result of the benchmarking process which sets out the findings on the pay rates of TMR professionals compared with those paid to professionals in other Queensland public sector organisations, Queensland Government Owned Corporations, and interstate public sector organisations, performing similar work.

### **A18.2 Conduct of the Benchmarking process**

- (1) A steering committee comprising representatives of TMR and unions will be established to undertake the benchmarking process. The representatives will be selected by their respective organisations and advised to each other.
- (2) Following the establishment of the committee, meetings will be held monthly at agreed locations. Meetings may be held in person or via videoconference or similar arrangements. TMR is responsible for ensuring meeting arrangements are made.
- (3) The steering committee will develop a plan and proposal for the benchmarking process within three months of the committee being established. This will include the selection of Queensland public sector agencies, Queensland Government Owned Corporations, and interstate government agencies to be considered.
- (4) In the event that the steering committee reaches agreement that an expert is to be engaged for the purpose of conducting the benchmarking process and preparing a report, the expert must be an expert who is agreed by TMR and Unions as suitable. The steering committee may also agree on any additional considerations which the expert is to take into account in undertaking the review and preparing the report. TMR will pay for the costs of the expert and the preparation of the report.

### **A18.3 Report**

The Benchmarking Review Report will be prepared and set out the following matters:

- (1) The Queensland Government public sector organisations, Queensland Government Owned Corporations, and interstate government agencies which were considered.
- (2) The findings of the review about how the rates of pay of professionals at TMR compare with the rates of pay which apply to professionals performing similar work elsewhere.

### **A18.2 Disputes resolution**

Parties are not to unreasonably withhold agreement, however where agreement cannot be reached on this process, the disputes resolution procedure provided under the Agreement will apply.

**SIGNATORIES**

Signed for and on behalf of THE CROWN IN THE RIGHT OF THE STATE OF QUEENSLAND through the Director-General, **Department of Transport and Main Roads**

Signature of Authorised Officer .....

Name of Authorised Officer: Sally Standard

Signature of Witness.....

Name of Witness: Ann Roofayel JP (Qual)

Dated this 31/8/2023

Signed for and on behalf of **Australian Institute of Marine and Power Engineers'  
Union of Employees, Queensland District**

Signature of Authorised Officer.....

Name of Authorised Officer: Peter Toohey

Signature of Witness.....

Name of Witness: Josephine Butchers

Dated this 7/9/2023

Signed for and on behalf of **Together Queensland, Industrial Union of Employees,  
Union of Employees**

Signature of Authorised Officer.....

Name of Authorised Officer: Alex Scott

Signature of Witness.....

Name of Witness: Remi Armstrong

Dated this 6//9/2023

Signed for and on behalf of **The Association of Professional Engineers, Scientists and Queensland Director, Queensland Branch, Union of Employees**

Signature of Authorised Officer.....

Name of Authorised Officer: Sean Kelly

Signature of Witness.....

Name of Witness: Annalese Jack

Dated this 1/9/2023

Signed for and on behalf of **United Workers' Union, Industrial Union of Employees,  
Queensland**

Signature of Authorised Officer.....

Name of Authorised Officer: Sharron Caddie

Signature of Witness.....

Name of Witness: Cara-Leah Anderson

Dated this 4/9/2023